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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **BAIL APPLN. 1271/2026**

SAPNA KUMARI

.....Petitioner

Through: Mr. Amit Kumar, Adv.

versus

THE STATE GOVT. OF NCT OF DELHI.

.....Respondent

Through: Mr. Manoj Pant, APP for the State
with SI Ramavtar.

+ **BAIL APPLN. 1273/2026**

RAM BRIJ KUSHWAH

.....Petitioner

Through: Mr. Amit Kumar, Adv.

versus

THE STATE GOVT. OF NCT OF DELHI.

.....Respondent

Through: Mr. Manoj Pant, APP for the State
with SI Ramavtar.

CORAM:

HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

ORDER

% **02.04.2026**

CRL.M.A. 9964/2026 (exemption) in BAIL APPLN. 1271/2026

CRL.M.A. 9966/2026 (exemption) in BAIL APPLN. 1273/2026

1. Allowed, subject to all just exceptions.
2. Applications stand disposed of.

BAIL APPLN. 1271/2026 & BAIL APPLN. 1273/2026

3. By way of the present applications, the applicants seek grant of



anticipatory bail in case arising out of FIR bearing no. 487/2025, registered at Police Station Maidan Garhi, Delhi, for the commission of offences punishable under Sections 420/406/120B/34 of the Indian Penal Code, 1860 (hereafter '*IPC*').

4. The brief facts of the present case are that on 12.11.2025, the complainant Bunty had lodged a complaint alleging that in the year 2024, while he was in search of a property, he had conveyed his requirement to his relative, the applicant Ram Brij Kushwaha. The applicant purportedly represented himself to be the owner of a property admeasuring approximately 50 sq. yds., comprising the entire ground floor, situated at C-16, Khasra No. 17, Rajpur Khurd, New Delhi, and further claimed that he had purchased the same from one Kanchan Sharma. Acting upon such representations, the complainant entered into a transaction with applicants Ram Brij Kushwaha and Sapna Kumari for a total sale consideration of ₹47 lakhs, pursuant to which an advance agreement to sell was executed and duly notarised between Ram Brij Kushwaha and Sapna Kumari as the first party and the complainant as the second party. It is the case of the complainant that, in furtherance of the said agreement, he paid a sum of ₹20 lakhs to the accused persons, comprising ₹12 lakhs through bank transfer and ₹8 lakhs in cash. However, despite receipt of the said amount, the applicants allegedly failed to execute the requisite documents, including GPA, and did not hand over possession of the property to the complainant. It is further alleged that the complainant subsequently discovered that the applicants had no lawful title or ownership over the said property and had induced him into the transaction by way of misrepresentation. Despite his readiness and willingness to pay the remaining consideration of ₹27 lakhs,



the applicants allegedly failed and refused to complete the transaction. During inquiry, the bank account statements of the complainant and his wife were obtained and it was revealed that an amount of ₹12 lakhs had been credited to the bank account of applicant Ram Brij Kushwah. The advance agreement to sell and purchase was verified from the concerned notary, who confirmed that the said document had been notarised by him. Accordingly, the present FIR was registered and investigation was taken up.

5. The learned counsel appearing for the applicants, Sapna Kumari and Ram Brij Kushwah, argues that the applicants have been falsely implicated in the present case and that the facts stated therein have been deliberately twisted so as to give a colour of criminality to what is essentially a civil dispute. It is also contended that the alleged incident pertains to 22.04.2024, whereas the FIR came to be registered on 12.11.2025, and such delay in lodging the FIR itself reflects misuse of the provisions of law. It is further argued that the wife of applicant Ram Brij Kushwah has no connection whatsoever with the transaction in question; however, she has been receiving threats and extortion calls from the complainant and his associates. The learned counsel further submits that the agreement in question does not bear the signatures of the applicants and alleges that the complainant has forged their signatures in order to falsely implicate them. It is submitted that the applicants are ready and willing to join the investigation and shall fully cooperate with the Investigating Officer (I.O.). Therefore, it is prayed that the applicants be released on anticipatory bail.

6. *Per contra*, the learned APP for the State has opposed the anticipatory bail applications of the applicants, and he argues that the applicants had



placed on record a forged advance agreement to sell and purchase before the learned Trial Court, which did not bear their signatures. It is argued that the genuine advance agreement to sell and purchase clearly demonstrates that the applicants were parties to the said transaction as the first party. It is further argued that the bank account details of applicant Ram Brij Kushwah, as well as those of the complainant and the complainant's wife, were examined during the course of investigation, which revealed that an amount of ₹12,00,000/- was received by applicant Ram Brij Kushwah. It is further contended that custodial interrogation of the accused persons is necessary for recovery of the cheated amount and for obtaining their specimen signatures and handwriting, particularly in view of the fact that the accused persons have disputed the genuineness of the advance agreement to sell and purchase.

7. This Court has **heard** arguments addressed on behalf of the applicants as well as the State, and has perused the material on record.

8. In the present case, this Court notes that the allegations against the applicant Ram Brij Kushwah are that he had represented himself to be the owner of the property situated at C-16, Khasra No. 17, Rajpur Khurd, New Delhi, and had induced the complainant to enter into an agreement to purchase the said property for a total consideration of ₹47 lakhs. It is alleged that on the basis of such representation, the complainant had paid a sum of ₹20 lakhs to the accused persons, out of which ₹12 lakhs were transferred to the bank account of applicant Ram Brij Kushwah. However, it is alleged that he had neither executed the further documents required for transfer of the property nor handed over possession of the property to the complainant. It is



further alleged that Ram Brij Kushwah was not the lawful owner of the property in question and had dishonestly induced the complainant to part with money on the false pretext of selling the property.

9. The allegations against the applicant Sapna Kumari is that she, being the daughter of co-accused Ram Brij Kushwah, was a co-executant of the advance agreement to sell along with Ram Brij Kushwah and was shown as the first party in the said agreement with the complainant. It is alleged that she had acted in concert with co-accused Ram Brij Kushwah in entering into the said agreement and in inducing the complainant to pay the advance amount. Thus, it is alleged that she was a party to the alleged conspiracy and shared common intention in the transaction which resulted in the complainant parting with ₹20 lakhs.

10. This Court notes that the applicants herein had allegedly projected themselves as *bona fide* owners of the property in dispute on the basis of an Agreement to Sell allegedly executed between them and the real owner of the property, one Kanchan Sharma. However, the statement of Kanchan Sharma recorded under Section 161 of the Cr.P.C. reveals that she has categorically denied executing any such agreement in favour of the applicants.

11. This Court also takes note of the observations made by the learned ASJ while dismissing the anticipatory bail applications of the present applicants *vide* order dated 28.03.2026, wherein it was recorded that the copy of the advance agreement to sell and purchase dated 22.04.2024 filed by the applicants before the Court did not bear their signatures. However, the copy of the same document placed on record by the I.O. reflects the



signatures of the applicants. The learned APP has also produced the original advance agreement to sell and purchase, of the property in question before this Court, which reflects the signatures of the applicants thereon.

12. Further, the investigation conducted thus far reveals that an amount of ₹12,00,000/- was credited to the bank account of applicant Ram Brij Kushwah by the complainant. It is also pertinent to note that the learned ASJ, while dismissing the bail applications of the applicants, had recorded that the learned counsel for the applicants had admitted that an amount of ₹16,00,000/- had been received by applicant Ram Brij Kushwah from the complainant.

13. In view of the aforesaid facts, this Court is of the opinion that custodial interrogation of applicant Ram Brij Kushwah appears necessary for the purpose of obtaining his specimen signatures and handwriting for comparison with the disputed advance agreement to sell and purchase of the property in question, as well as for the purpose of effecting recovery of the amount allegedly received by him from the complainant. It is also observed that despite service of notice under Section 35(3) of the BNSS, he has not joined the investigation.

14. In view thereof, the BAIL APPLN. 1273/2026 filed by Ram Brij Kushwah is ***dismissed***.

15. However, this Court is of the view that the role attributed to applicant Sapna Kumari appears to be comparatively limited. The main allegations of inducing the complainant and receipt of money are directed against applicant Ram Brij Kushwah. No specific monetary transaction has been attributed to Sapna Kumari, and no money has been received in her bank



account, and her involvement appears to arise primarily from her being shown as a co-executant in the advance agreement to sell and purchase. At this stage, and considering the nature of allegations against her, this Court is of the view that her custodial interrogation does not appear to be necessary.

16. Accordingly, this Court is inclined to grant anticipatory bail to applicant Sapna Kumari, subject to her joining the investigation and cooperating with the I.O. as and when required, on the following terms and conditions:

- (i) The applicant shall furnish a personal bond in the sum of Rs. 10,000/- with one surety of the like amount to the satisfaction of the SHO/I.O. concerned;
- (ii) The applicant shall remain available on mobile number; shared by her with the SHO/I.O. concerned;
- (iii) The applicant shall not directly or indirectly make an attempt to influence the witnesses or tamper with the evidence in any manner.
- (iv) In case of change of residential address/contact details, the applicant shall promptly inform the same to the concerned SHO/I.O.

17. Accordingly, the BAIL APPLN. 1271/2026 filed by Sapna Kumari is ***allowed.***

18. It is, however, clarified that nothing expressed herein above shall tantamount to an expression of opinion on merits of the case.

19. The order be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

APRIL 02, 2026/ns/TD/rb