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

\# **CNR No. DLHC010476712026**

\+ **BAIL APPLN. 4204/2026**

RAJIV BANSAL .....Petitioner

Through: Mr. Rakesh Tikku, Sr. Adv. with Mr. Rishabh H. Sharma and Ms. Neha Sareen Advs.

versus

STATE (NCT OF DELHI) & ANR. .....Respondents

Through: Mr. Raghuvinder Verma, APP
Mr. Ankit Rana, Adv. for complainant
SI Rupesh Raj, PS Subhash Place

CORAM:
HON'BLE MS. JUSTICE MADHU JAIN

O R D E R

% 01.10.2026

1. This hearing has been done through hybrid mode.

CRL.M.A. 31075/2026 (Exemption)

2. Allowed, subject to all just exceptions. Accordingly, the application is disposed of.

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3. The present application is being filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023, seeking grant of anticipatory bail to the Applicant in FIR No. 20/2026 registered at P.S. Subhash Place, Delhi, under Section 318(4) of the Bharatiya Nyaya Sanhita, 2023 (hereinafter referred to as "BNS").

4. As per the prosecution case, the complainant had entered into a transaction concerning his alleged 1/4th (25%) undivided share in the subject

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property. It is alleged that a sum of ₹24,00,000/- was paid through RTGS and a further sum of ₹1,07,08,583/- was paid in cash to the Applicant. The complainant relies upon a receipt allegedly recording the aforesaid payments. The Applicant, however, disputes the alleged cash payment and the signatures on the said receipt. The Agreement to Sell and receipt dated 26.08.2025 record payment of ₹24,00,000/- towards the 1/4th share.

4 Learned counsel for the petitioner submits that the observation in paragraph 8 of the order dated 23.09.2026, regarding the valuation of the 8,066 sq. yard plot at ₹24,00,000/-, proceeded on an incorrect premise. The Applicant's case was never that the entire plot was agreed to be sold to the Complainant for ₹24,00,000/-. The transaction concerned only the Complainant's alleged 1/4th undivided share in the subject property

5 It is further submitted that the Complainant has taken inconsistent stands regarding the consideration allegedly paid to the Applicant. While his complaint dated 05.11.2025 alleges payment of ₹1 crore in cash, ₹24 lakh through RTGS and a further ₹7,08,583/- in cash, the subsequent Agreement to Sell dated 26.08.2025 executed by the Complainant records ₹24 lakh as the full and final payment towards the 1/4th share in the property.

6 Per contra learned counsel for respondent submits that the present application is not maintainable, as the Applicant's earlier application for anticipatory bail was dismissed by this Hon'ble Court only one week prior. There has been no change in circumstances warranting reconsideration of the prayer for anticipatory bail.

7 Having heard counsel for the parties and upon consideration of the submissions made, this Court finds that there is no change in circumstances since the dismissal of the earlier application. No fresh ground has been made

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out warranting reconsideration of the prayer for anticipatory bail.

Accordingly, the present application is dismissed.

MADHU JAIN, J

OCTOBER 1, 2026/ak

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