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+ **BAIL APPLN. 3482/2025, CRL.M.A. 27222/2025, 27223/2025 & 27224/2025**

KUNAL SHARMA

.....Petitioner

Through: Mr. Sandeep Sharma, Senior Advocate with Mr. Vikas Sharma, Mr. Ashish Chauhan, Ms. Kanchan Semwal and Mr. Anurag Tripathy, Advocates.

versus

STATE OF GOVT OF NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Ajay Vikram Singh, APP for State with IO/SI Avnish Kumar.

CORAM: JUSTICE GIRISH KATHPALIA

J U D G M E N T (ORAL)

1. The accused/applicants seek anticipatory bail in case FIR No. 0382/2025 of PS Krishna Nagar, Delhi for offence under Sections 468/467/471/120B/34 IPC.

2. Broadly speaking, prosecution case **as explained by** IO/SI Avnish Kumar is as follows. The core of the dispute lies in an immovable property admeasuring 125 square yards. The said property was owned by Satpal Sharma, who is the father-in-law of the accused Ajay Sharma. The other accused persons namely, Kunal Sharma and Purnima Sharma are son and daughter-in-law of Ajay Sharma. Wife of Ajay Sharma (*daughter of Satpal Sharma*) has already passed away. The complainant *de facto*, Harish Sharma

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is son of Satpal Sharma and brother-in-law of accused Ajay Sharma. Satpal Sharma transferred 20 ft. by 12.5 ft. (*about 27.77 square yards*) of the said 125 square yards property to one Hakam Singh by way of Agreement to Sell and attendant documents. After death of Hakam Singh, his wife sold that 27.77 square yards to one Sonia as per prosecution in 2010. Sonia sold that 27.77 square yards to Vandana Jain, who sold the same to Munni Devi, who in turn sold it to Krish Goyal, who is currently the owner of that 27.77 square yards. The accused/applicants mortgaged the remaining 100 square yards to take loan from a bank. That loan amount is admittedly being paid back by the accused/applicants. Subsequently, the accused Ajay and Kunal executed a Relinquishment Deed pertaining to the said property in favour of the complainant *de facto*. The cheating alleged against the accused/applicants is that they mortgaged the remaining 100 square yards despite not being the owners.

3. Learned senior counsel for accused/applicants has addressed at length, taking me through records. According to him, 100 square yards out of the said property of 125 square yards was sold by Hakam Singh to Dilip, who sold the same to the accused Purnima. As per learned senior counsel, the said 100 square yards was mortgaged by the accused persons and the loan amount is being paid back through regular instalments, besides their formal written request to the bank to accept the entire balance loan and close the mortgage.

4. In response to a specific query, it is made clear by the IO that the

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accused/applicants are legal heirs of Satpal Sharma, the original owner of 125 square yards property; that the mortgage of the said property was carried out prior to the accused Ajay and Kunal executing Relinquishment Deed; and that the said relinquishment was without consideration (*pdf page 117*). Learned senior counsel for accused/applicants contends that even going by the prosecution case, when the loan was taken, the accused/applicants being legal heirs of Satpal Sharma had interest in the said entire property, more so, in 100 square yards which was sold to the accused Purnima.

5. It is in these circumstances that learned senior counsel for accused/applicants contends that this is a fit case to grant them anticipatory bail.

6. Further, in response to a specific query, the IO submits that he did not collect from the bank a report of the Surveyor, which would have thrown light on the title of the accused/applicants as against title of the complainant *de facto*.

7. Going a step deeper, learned senior counsel for accused/applicants has produced before me copy of a complaint dated 08.11.2025 lodged by Krish Goyal, alleging that the present complainant *de facto* and Satpal Sharma cheated him by inducing him to enter into a Collaboration Agreement with regard to the said property admeasuring 125 square yards. It seems that no FIR was registered on that complaint.

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8. The fact remains that when the accused/applicants took loan, it is not that they did not have any interest in the said property; that subsequently they relinquished their interest in favour of the complainant *de facto* without consideration; that till date there is no report of Surveyor collected by the IO as regards clarity of the transactions of transfer of the said property as mentioned above; that the loan is being paid back by the accused/applicants, so the bank concerned has no dispute; and that no investigation has been carried out on complaint dated 08.11.2025 of Krish Goyal alleging cheating against the present complainant *de facto*.

9. Considering the overall circumstances as described above, I find no reason to deprive the accused/applicants liberty.

10. The Bail Applications are allowed and it is directed that in the event of their arrest, the accused/applicants shall be released on bail, subject to each of them furnishing a personal bond in the sum of Rs. 10,000/- with one surety in the like amount to the satisfaction of the IO/SHO. It is made clear that nothing observed in this order shall influence the final decision of the trial court. Accompanying applications stand disposed of.

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(JUDGE)

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