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

\+ BAIL APPLN. 4462/2024 & CRL.M.A. 36505/2024

PRADEEP KUMAR .....Petitioner

Through: Mr. Manu Sharma, Sr. Advocate with Mr. Kunal Sharma, Mr. Abhyuday Sharma, Mr. Yash Punjabi, Mr. Himanshu Sharma, Mr. Puneet Rathore and Mr. Himanshu Manu, Advocates.

versus

STATE (NCT OF DELHI) .....Respondent

Through: Ms. Priyanka Dalal, APP for the State alongwith SI Ashok, P.S. DIU/SW.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 21.01.2026

1. By way of the present bail application, the applicant seeks anticipatory bail in connection with FIR No. 210/2023, registered at Police Station Sarojini Nagar, District South West, New Delhi, for the offences punishable under Sections 420/467/468/471 of the Indian Penal Code, 1860 ["IPC"].

2. I have heard Mr. Manu Sharma, learned Senior Counsel for the applicant, and Ms. Priyanka Dalal, learned Additional Public Prosecutor for the State.

3. The State has filed a status report dated 12.12.2024 which is on record. Ms. Dalal has also handed up an updated status report dated 19.01.2026 in Court, which is taken on record.

4. The facts of the case, as stated in the first status report dated 12.12.2024, are as follows:

a. The FIR was registered at the instance of the Sub Registrar VII-A, Palika Bhawan, R.K. Puram, Sarojini Nagar, New Delhi – 110023.

b. The complainant stated that a Conveyance Deed purportedly executed by the Lease Administrative Officer of the Delhi Development Authority [“DDA”], in favour of one Sanjay Mathur, for Plot No. 186B, Block No. B-4, Safdarjung Enclave, Delhi, was presented at the Sub-Registrar’s office on 27.01.2023, but was found to be forged upon verification.

c. The aforesaid beneficiary, Sanjay Mathur, was interrogated, and he disclosed that he had come in touch with two persons, namely Amit @Anil and Deepak, through local property dealers, namely Sanjay Kanojiya and Lokesh Gupta. They represented that the present applicant was an officer of the DDA, and struck a deal for transfer of the said plot to Sanjay Mathur for a consideration of Rs. 1,60,00,000. Amit @Anil and Deepak asked for Rs. 25,00,000 as advance, after which, Sanjay Mathur arranged a total sum of Rs. 70,00,000 in cash, and Rs.15,00,000 was also transferred to the account of Anil and his wife. According to the aforesaid disclosure, the present applicant produced the Conveyance Deed, and had it signed by Sanjay Mathur and two witnesses, and took a sum of Rs. 70,00,000 from him.

d. The co-accused, including Anil, Deepak and one Madan Mohan Sharma @Pappu have been arrested.

e. In the course of interrogation, Madan Mohan disclosed that the present applicant had prepared the forged Conveyance Deed.

5. The applicant first applied for anticipatory bail before the Sessions Court, which was rejected by order dated 02.12.2024. He thereafter moved this Court by way of the present bail application.

6. The applicant was granted interim protection by an order of this Court

dated 17.12.2024, on a statement of the learned Additional Public Prosecutor. By order dated 05.03.2025, the Court directed as follows:

> "*5. At this stage, after perusal of the contents of the instant application, chargesheet and the status report, this Court is inclined to grant interim protection to the applicant till the next date of hearing.*
> *6. Accordingly, it is directed that in the event of arrest, the applicant be released on bail on his furnishing a personal bond in the sum of* ***Rs.50,000/-*** *(Rupees Fifty Thousand only) with two solvent sureties of like amount to the satisfaction of the Investigating Officer subject to the following conditions: -*
> *a) The applicant shall surrender his passport, if any, to the Investigating Officer and shall, under no circumstances leave India without prior permission of the Court concerned;*
> *b) The applicant shall cooperate in the investigation and appear before the Investigating Officer of the case as and when required;*
> *c) The applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case;*
> *d) The applicant shall provide his mobile number(s) to the Investigating Officer and keep it operational at all times;*
> *e) In case of change of residential address and/or mobile number, the same shall be intimated to the Investigating Officer/Court concerned by way of an affidavit.*"

7. In the meanwhile, as noted in the aforesaid order, a chargesheet had been filed before the Trial Court against the co-accused persons. As far as the present applicant is concerned, a chargesheet has not been filed yet, in view of the pendency of the present bail application.

8. In the aforesaid chargesheet, however, the role of the present applicant has been described as follows:

> *"…Alleged Sanjay Mathur s/o Jagdish Mathur was again interrogated in the present case in detail, during interrogation he revealed that through his known builder Brijesh Pawar he came in touch of Sanjay Kanojia & Lokesh Gupta (Local property dealer). Thereafter, through Sanjay Kanojia & Lokesh Gupta in the month of August / September 2022, he came in contact with Anil and Deepak, Anil & Deepak introduced themselves as DDA officials and further represented that, some of the allotted DDA Plots are still lying vacant as due to of some reasons the possession was not given to the allotee and possession of such plots can easily be occupied with the help of DDA officers and they have good hand with DDA officers and will managed to purchase the said plots in cheap*

*price and they will managed to help in purchase of one of the such plot bearing No 186 B, Block B-4, Safdarjung Enclave, Delhi worth Rs 3 Crore, when he show is inability to spent such huge amount, Anil & Deepak further induced him that they will negotiate and manage regarding the price of the afore-said plot. Thereafter, Anil talked with some DDA official telephonically and informed that after negotiation with DDA official, he managed the sole consideration of the plot in 1.6 Crore. After that, on his request, Anil & Deepak took him to afore-said plot i.e. Plot No 186 B, Block B-4, Safdarjung Enclave, Delhi admeasuring 125 Square yards. Upon his interest to purchase the afore-said plot, Deepak & Anil demanded amount of Rs 25 Lakhs in advance. To further gain his confidence, Anil provided his and his wife account number to transfer the afore-said amount. Thereafter, he transferred the amount of Rs 07 Lakh in the account of Anil and 08 Lakh in the account of Sneha Pandey w/o Anil. It was agreed that rest of amount i.e. half of money of the sale consideration of afore-said plot will be given at the time of registry of the plot and rest of money at the time of possession of the afore-said plot. The date for registry of the afore-said plot was fixed on 27.01.2023. He arranged the money to be given at the time of registry 22 lakhs from his savings bank accounts, 23 lakhs from two local committees and amount of Rs 25 Lakh was borrowed by him through his known one Brijesh Pawar and on their directions, he also purchased Stamp Paper worth Rs 19,500/- On 27.01.2023, he handed over amount of Rs 70 Lakh to Anil & Deepak at his office, thereafter, they left for Registrar office, Palika Bhawan to go registered the documents. __**Before, they reached at Sub-Registrar office, they met with Madan Mohan and Pradeep represented themselves as DDA Officers. Pradeep also brought original Conveyance deed in respect of the afore-said property, which was already signed one of DDA officials, Pradeep got his signatures of the said conveyance deed**__. Thereafter, the afore-said Conveyance deed was got registered with Sub-Registrar, VII-A after furnishing all the formalities duly signed by the witnesses called by him in front of the Sub-Registrar. Sanjay Mathur further informed that he is still receiving calls from Anil and Deepak for rest of money of the alleged subject / questioned property. Sanjay Kanojia & Lokesh Gupta were examined in the case, they also corroborate that they only introduced Sanjay Mathur with Deepak & Anil and they have no knowledge about the further proceedings between them.*

On 17.10.2024, Sanjay Mathur informed that Anil s/o Late Chander Mohan is visiting his office at Safdarjung Enclave, on the above information from the office of Sanjay Mathur i.e. B-7/30, Ground Floor, Extension Safdarjung Enclave, alleged Anil s/o Late Chander Mohan R/o H No 2740, 2nd Floor, Green Field, Faridabad, Haryana was apprehended and was interrogated in the present case. During interrogation, Anil disclosed that he and his associate Deepak and other co accused has ill eye over the DDA property bearing No B-4/186B, Safdarjung Enclave and planned to sold the same to some prospective

buyer on the strength of fake property documents of the afore-said property to earn handsome money.
<u>Thereafter, he discussed the status of afore-said property with Madan Mohan @ Pappu. Madan Mohan @Pappu further made contact with Pradeep, working as agent in DDA office, Vikas Sadan and also has shop at INA Market of preparing /drafting the property documents with his brother Ajay</u>*. In year 2022, they induced Sanjay Mathur to purchase the afore-said property.* ***<u>Thereafter, the forged conveyance deed of subject / questioned property was prepared by Pradeep and also got registered the same with Sub-Registrar office, Sarojini Nagar</u>****, in lieu of the same he got transferred the amount of Rs 7 Lakhs in his account, 08 Lakhs in the account of his wife and amount of Rs 70 Lakh was taken in cash.* ***<u>During the whole conspiracy they introduced Madan Mohan @ Pappu and Pradeep as the DDA Officers in their presence executed the conveyance deed at the office of Sub-Registrar, Palika Bhawan, Sarojini Nagar</u>****. On 17.10.2024, itself another alleged Deepak s/o Inder R/o H No 1190, Gali No 36, DDA Janta Flats, Madan Gir, Delhi & Madan Mohan Sharma @ Pappu s/o Revti Prasad R/o H No 12, Shri Nagar Colony, Sindhora Kalan, Delhi were also apprehended. From the search of office of Madan Mohan Sharma at 39, Shri Nagar Colony, Sindhora Kalan, Delhi, the following incriminatory documents / articles were recovered:-*
xxxxx xxxxx xxxxx xxxxx
After interrogation of accused persons, whatever they disclosed their disclosure statements were recorded separately. In respect of the forged documents, accused Madan Mohan disclosed that the forged documents were prepared by them through their associate Pradeep.
02 Days PC Remand of the accused persons was obtained. ***<u>During the PC Remand of the accused persons, search of alleged Pradeep was made at his possible hide outs, but no clue about the alleged Pradeep came on record, the shop of the alleged Pradeep at INA Market also found closed. Subsequently, alleged Pradeep and his brother Ajay approached Hon'ble court of ASJ, PHC for Anticipatory Bail. After hearing, Hon'ble ASJ Court dismissed the Anticipatory Bail of accused Pradeep and the Anticipatory Bail of Ajay is still pending. Alleged Paradeep also approached Hon'ble Delhi High Court seeking Anticipatory Bail</u>****, the same is still pending….”*

[Emphasis supplied.]

9. The updated status report handed over by Ms. Dalal today states that, the applicant has joined the investigation, and has been interrogated on several occasions. The applicant has stated that he is involved in assisting parties with registration of sale deeds, including securing appointment tokens and preparing necessary documentation for registration, such as

Adhaar Cards. In this process, he has registered more than 1,500 conveyance deeds, lease deeds and General Power of Attorney, but he has denied that the preparation of the forged Conveyance Deed was attributable to him. It is also stated in the said status report, that several documents were sent for signature and handwriting analysis to the Forensic Science Laboratory, but have been returned for want of admitted writing/signatures.

10. In support of the present application, Mr. Sharma submits that the applicant has already joined the investigation after being granted interim protection by this Court, and has been interrogated on at least 9 occasions. He submits that the custodial interrogation of the applicant is not required, that no recovery is sought to be made from the applicant, and undertakes that the applicant will continue to join and cooperate with the investigation in accordance with law.

11. Ms. Dalal, on the other hand, submits that the very act of forgery of the Conveyance Deed has been attributed by the co-accused, *inter alia*, to the present applicant. She submits that the present applicant, is, in fact, one of the persons who posed as a DDA officer, enabling the fraud to be committed, and that the applicant is one of the persons who received a sum of Rs.70,00,000 in cash. However, she accepts the position that the applicant has joined the investigation, and that no recovery remains to be made from him, as the alleged forged Conveyance Deed has been recovered.

12. Having heard learned counsel for the parties, I am of the view that the present case is an appropriate one for grant of anticipatory bail to the applicant. The entire chain of events, as disclosed in the chargesheet already filed and in the status reports, shows that the beneficiary of the alleged forged Conveyance Deed had entered into a transaction with various persons for a conveyance to be executed in his favour, to the detriment of the DDA.

Even according to the prosecution, this offer was made to him not by the present applicant, but by Anil and Deepak, who thereafter, appeared to have used the applicant's services by introducing him as a DDA officer, and having the alleged Conveyance Deed registered. At this stage, there is no FSL evidence clearly bringing out the role of the applicant in the alleged act of forgery. Other than the statement of co-accused, there is no material at this stage, to support the case that the applicant had forged the document in question. Even according to the prosecution, no recovery is to be made from him. The applicant has also joined the investigation on several occasions in the last one year or so.

13. Having regard to these facts, the present application is allowed. In the event of arrest, it is directed that the applicant be released on bail on furnishing a bail bond in the sum of Rs. 50,000/-, with two solvent sureties of the like amount, subject to the satisfaction of the concerned Investigating Officer, and on the conditions contained in paragraph 6 of the order dated 05.03.2025.

14. The bail application, alongwith pending application, is disposed of in the above terms.

15. It is clarified that any observations made in the present order are solely for the purpose of deciding the present bail application, and shall neither influence the trial proceedings, nor be construed as an expression of opinion on the merits of the case.

PRATEEK JALAN, J

JANUARY 21, 2026
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