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Akhtar, Ms. Vashundhara N. and Ms.
Vashundhara Raj Tyagi.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Raghuvinder Verma, APP for
State with IO/SI Harendra Singh.
Mr. Pramod Gupta and Ms. Anshu,
Advocates for R-2.

CORAM: JUSTICE GIRISH KATHPALIA

J U D G M E N T (ORAL)

1. The accused/applicants seek anticipatory bail in case FIR No. 163/2025 of Police Station EOW, New Delhi for offence under Section 406/420/120B of IPC.
2. In furtherance of last orders, I have heard learned Senior Counsel for accused/applicants as well as learned APP for State assisted by IO/SI Harendra Singh. I have also heard learned counsel for complainant *de facto*.
3. Broadly speaking, the prosecution case is as follows. The FIR was registered on the basis of a complaint lodged by Mr. Sharad Chhabra and Mrs. Neena Chhabra, alleging that the accused/applicants entered into an oral agreement to sell an immovable property admeasuring about 2000 square yards out of 4000 square yards and despite having accepted the sale

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consideration of more than Rs. 8 crores, they are now refusing to hand over possession of the said property, which was agreed to be sold.

4. The stand taken by the accused/applicants is that Mr. Sharad Chhabra and the accused/applicant Avtar Dhankar were jointly engaged in the business of construction and carried out a number of construction projects together. As regards the property which is subject matter of the present dispute, the accused/applicants claim that the entire property admeasuring about 4000 square yards is owned by the accused/applicant Ms. Krishna Dhankar and the entire property was to be constructed upon and developed by the accused/applicant Avtar Dhankar and the complainant *de facto* Sharad Chhabra. As per the accused/applicants, there was no agreement with regard to sale of the said property to the complainants *de facto*.

5. Against the above backdrop, learned counsel for complainant *de facto* sought and was allowed on 20.01.2026, permission to file certain documents. Those documents of complainant *de facto* also have been examined by me. The State opted not to file status report despite opportunities.

6. Learned Senior Counsel for accused/applicants contends that the stand taken by the complainant *de facto* to the extent of having paid Rs. 10 crore in cash is not even believable and there is admittedly, no written agreement to sell executed between the parties. Taking me through record, learned Senior Counsel for accused/applicants contends that it was a simple case of

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construction over the subject land and subsequently money disputes arose between the parties. Further, learned Senior Counsel for accused/applicants takes me through documents on record, pointing out that the accused/applicants paid almost Rs.6.30 crores to the complainant *de facto* through bank and that was towards cost of construction. Learned Senior Counsel for accused/applicants has also taken me through the bills of construction raised by the complainant *de facto* as well as the ledger account. It is contended by learned Senior Counsel that even if it is assumed that there was some oral agreement to sell, it would be, at the most, a case of civil liability, for which the accused/applicants cannot be sent to jail.

7. Learned APP for State on instructions of the IO submits that no custodial interrogation is required in the present case. As mentioned above, the State has opted not to file any status report opposing these anticipatory bail applications.

8. Learned counsel for complainant *de facto* takes me through the documents filed on his behalf in support of his contention that parties had entered into an agreement to sell half of the subject land. In this regard, learned counsel for complainant *de facto* refers to photographs, which according to him, show laying of foundation stone by complainant *de facto*'s daughter, son-in-law and granddaughter. Further, it is also submitted that even the site plans prepared by the architect reflect two names, namely Mr. Avtar and Mr. Sharad Chhabra, which according to learned counsel for complainant *de facto*, shows that parties had agreed to the sale of half of the

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subject land. It is further submitted by learned counsel for complainant *de facto* that even the said site plans depict two similar portions to be constructed. Further, learned counsel for complainant *de facto* also submits that there are audio recordings between the parties reflecting the agreement to sell, though the same are neither on record, nor given to the IO, nor even produced today.

9. The question as to whether the transaction between the parties was merely a construction agreement or an agreement to sell must be kept open so that neither side gets prejudiced while dealing with the disputes between the parties. For present purposes, what is significant to keep in mind is as to whether mere violation of an agreement to sell can attract penal liability. Admittedly, till date the complainants *de facto* have opted not to institute any suit against the accused/applicants.

10. At this stage during the course of dictation of this order, learned counsel for complainant *de facto*, on instructions of his client Mr. Sharad Chhabra present in the courtroom, submits that he has no objection if the accused/applicants are granted anticipatory bail so that the issue of criminality be decided by the trial court on the basis of evidence adduced by both sides.

11. In other words, neither the complainant *de facto* nor the State has objection to grant of anticipatory bail to the accused/applicants.

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12. Despite the abovesaid no objection from State and complainant *de facto*, I have considered the overall facts and circumstances of the case in the light of rival contentions. Taking into account the overall circumstances as described above, I do not find any reason to deny liberty to the accused/applicants.

13. Therefore, both these applications are allowed and it is directed that in the event of their arrest, the accused/applicants shall be forthwith released on bail subject to each of them furnishing a personal bond in the sum of Rs.50,000/- with one surety each in the like amount to the satisfaction of IO/SHO concerned.

14. Further, it is also directed that the IO shall convey information to the concerned income tax authorities as regards the alleged cash transaction of Rs. 10 crores between the parties.

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(JUDGE)

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