

Karamjit Singh vs State (Govt. Of Nct Of Delhi) on 29 September, 2020

Author: Vibhu Bakhru

Bench: Vibhu Bakhru

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IN THE HIGH COURT OF DELHI AT NEW DELHI
BAIL APPLN. 2151/2020
KARAMJIT SINGH

Through: Mr R. S. Sahni, Advocate

versus

STATE (GOVT. OF NCT OF DELHI) Responde
Through: Mr Ravi Nayak, APP for State wi
ASI Upendra, PS Model Town.
Mr Anurag Jain, Advocate for
complainant.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU
ORDER

% 29.09.2020 [Hearing held through videoconferencing]

1. The petitioner has filed the present petition seeking anticipatory bail in connection with FIR No.152/2020 under Sections 420/34 of the IPC registered with PS Model Town.

2. The said FIR was registered at the instance of the complainant. She had alleged that she had entered into an agreement with the petitioner for purchasing 50% share of the property bearing no.50, 2nd floor with roof rights, Old Gupta Colony, Delhi-110009 for a sum of 28,00,000/- (Rupees Twenty-Eight Lakhs). She had alleged that she had paid a sum of 25,00,000/- to the petitioner and his mother (Smt. Harbhajan Kaur). However, the Receipt-cum-Agreement was executed only by Karamjit Singh (the petitioner herein). She states that a amount of 3,00,000/- (Rupees Three Lakhs) was to be paid by her within a period of 180 days commencing from 20.12.2015 and the Sale Deed was to be executed in her favour. She further averred that she was given possession of the property in question. She alleges that despite several requests, the Sale Deed was not executed in her favour and in this manner the petitioner and his mother have cheated her of 25,00,000/-.

3. The complainant had filed a suit for specific performance, which was premised on that Receipt-cum-Agreement as claimed by her. The said suit (Suit No.1748/2016 titled 'Deepika Nayyar v. Harbhajan Kaur and Anr.' instituted in the court of District Judge, North Rohini Court) was instituted on 19.07.2016. The petitioner and his mother were arrayed as defendants. They had contested the said suit. Written statement was filed by the defendants (the petitioner and his mother

- Smt. Harbhajan Kaur). In their written statements, they denied having received the sum of 25,00,000/- as claimed to have been paid by the complainant. The petitioner further claimed that the Receipt-cum-Agreement was fabricated and it was not signed by the petitioner on behalf of his mother.

4. According to the complainant, an amount of 25,00,000/- was paid in cash and not through banking channels.

5. The said suit was dismissed by an order dated 24.04.2017. The said order indicates that number of opportunities were granted to the plaintiff (the complainant herein) to show whether the payment had been made in the account of the defendants. However, no such material was placed. The said order records that the complainant was put to notice that adverse inference would be drawn yet nothing was placed on record. Accordingly, by the said order dated 24.04.2017, the suit was dismissed for want of cause of action.

6. The complainant has not assailed the said order. However, it appears that about one and a half years later she filed a complaint dated 13.10.2018 before the concerned SHO. The FIR was not registered pursuant to the said complaint and, therefore, on 12.03.2019, the complainant filed an application under Section 156(3) of the Cr.PC. Pursuant to the directions issued by the learned Metropolitan Magistrate, the present FIR has been registered.

7. In view of the aforesaid circumstances and significant delay in filing the FIR, this Court considers it apposite to allow the present petition. The petitioner is granted anticipatory bail in connection with FIR No.152/2020 under Sections 420/34 of the IPC on his furnishing a Personal Bond in the sum of 10,000/- and one surety of an equivalent amount to the satisfaction of the concerned SHO/IO/Duty Magistrate. This is also subject to the following further conditions:-

a) the petitioner shall join the investigation and appear before the concerned IO as and when called; and,

b) the petitioner shall not leave the National Capital Territory of Delhi without prior intimation to the concerned SHO.

8. The present order shall inure to the benefit of the petitioner only till the charge-sheet is filed and shall cease to be operative thereafter.

9. The petition is allowed in the aforesaid terms.

VIBHU BAKHRU, J SEPTEMBER 29, 2020/MK