

Harish Chander Bhardwaj vs State (Government Of Nct Of Delhi) on 16 December, 2020

Author: Vibhu Bakhru

Bench: Vibhu Bakhru

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IN THE HIGH COURT OF DELHI AT NEW DELHI

BAIL APPLN. 2810/2020

HARISH CHANDER BHARDWAJ

Through Petitioner in person.

versus

STATE (GOVERNMENT OF NCT OF DELHI) Respondent

Through Mr Amit Gupta, APP for State with S
Mukesh Kumar, P S Dwarka South.

Mr Puneet Mittal, Senior Advocate with
Mr Vikram Singh Jakhar, Advocate for
R2/complainant.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU
ORDER

% 16.12.2020 [Hearing held through videoconferencing]

1. The petitioner has filed the present application, inter alia, seeking anticipatory bail in FIR No. 0342/2020 under Sections 448/452/34 of the IPC. Mr Mittal, learned counsel appearing for the complainant states that offences punishable under Sections 427/454/380 of the IPC were also added subsequently.

2. The complainant had alleged that he had purchased the flat bearing No. C-133, Siddharth Kunj Co-operative Group Housing Society Ltd. Sector-7, Dwarka, New Delhi from the applicant. The complainant has also produced the registered Agreement to Sell; a General Power of Attorney; Special Power of Attorney; Possession Letter; Receipt; and a Will.

3. It is seen that the Agreement to Sell is registered. In addition, it is also admitted that the property in question was thereafter, converted into a freehold property in the name of the complainant.

4. Mr Mittal also points out that the Agreement to Sell also records that the applicant had claimed that he had acquired the title of the said property from his father pursuant to an Agreement to Sell dated 06.12.2004, which was inadequately stamped and the deficiency in stamp duty was cured subsequently in January, 2019.

5. In addition, it is also the complainant's allegation that the possession of the property in question was handed over to him. However, the applicant and his daughter had, on 29.07.2020, tried to take possession of the property forcibly but that attempt was thwarted by the security guard. However, they successfully managed to enter the property on another day, that is, on 06.08.2020.

6. Mr Gupta, learned APP appearing for the State contends that pursuant to inquiries, the locksmith who had prepared the keys to enable the applicant to enter the said premises was located.

7. It is seen that the applicant had also caused a legal notice to be sent to the complainant, inter alia, claiming that his signatures had been obtained on the transfer documents under the influence of intoxication. It is claimed that the complainant had been drinking with the applicant and had obtained the signatures deceptively. However, it is seen that the documents relied upon by the complainant were registered at the office of the concerned Sub- Registrar. Plainly, the said claim is not persuasive.

8. The applicant has taken a somewhat different stand in this application. Whilst he accepts that he had entered into the Agreement to Sell, he claims that the same did not fructify because the complainant did not pay the consideration and therefore in the first week of July, the applicant informed him that he was not interested in selling the flat in question. It is averred in the application that the cheques issued by the complainant could not be encashed due to paucity of funds. Thus, the applicant accepts the receipt of cheques issued by the complainant. However, the applicant has not produced any document to show that any of the cheques was dishonoured. On the other hand, the complainant has produced a copy of his bank account indicating that his account had sufficient balance to honour the cheques issued by him. And more importantly, that none of the cheques were presented.

9. On 07.12.2020, the learned counsel appearing for the applicant had made a statement that the applicant would surrender the possession of the property in question and in view of the same, this Court had directed that no coercive steps be taken. However, the applicant filed an application (Crl. M. A. No. 17393/2020) stating that although the counsel had made a statement that the applicant would hand over possession, he is not in a position to do so as the same belongs to his siblings as well. The said application was listed on 15.12.2020 and the applicant's counsel submitted that the applicant wants to appear in person and the matter was listed today.

10. The applicant has joined the proceedings and submits that all documents are forged. He further states that the complainant has also forged the documents pertaining to the transfer of title from the applicant's father to the applicant. This Court has heard the applicant (and his brother) at length.

11. Clearly, the matter requires investigation. However, notwithstanding any dispute regarding title regarding the property in question, it does appear that the applicant has forcibly entered the said after breaking the locks with the aid of a locksmith. The electricity connection is in the name of the complainant. Further, he is also in possession of the chain of title documents. This coupled with a, prima facie, farfetched claim of the applicant that he had signed documents - including the ones which were registered before the Sub-registrar - in an intoxicated state; does prima facie indicate

that the complainant is in possession of the premises which is sought to be forcibly taken by the applicant.

12. Considering the gravity of the offence and the documents produced by the complainant, this Court does not consider it apposite to accede to the prayers made in this petition.

13. The above captioned application seeking anticipatory bail is, accordingly, dismissed. All pending applications are also disposed of.

14. The next date of hearing is, accordingly, cancelled.

VIBHU BAKHRU, J DECEMBER 16, 2020 pkv