2026:DHC:7583

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

% *Date of Decision: 07.09.2026*

\# **CNR No. DLHC010416872026**

\+ **BAIL APPLN. 3691/2026 & CRL.M.A. 27367/2026**

RAJKEEN SAIFI .....Petitioner

Through: Mr. Shafik Ahmed, Mr. Yogesh Kumar and Mr. Deepak Rana, Advocates.

versus

STATE N.C.T. DELHI .....Respondent

Through: Mr. Amit Ahlawat, APP for State.

CORAM: JUSTICE GIRISH KATHPALIA

J U D G M E N T (ORAL)

1. The accused/applicant seeks anticipatory bail in case FIR No. 152/2026 of PS Farsh Bazar for offence under Section 420/448/506/34 IPC.

2. Broadly speaking, prosecution case is as follows. On 03.03.2016, the accused/applicant sold away 50 yards out of 75 yards of her immovable property to Smt. Taranjeet Kaur by way of registered Sale Deed. Thereafter, on 06.03.2017, the accused/applicant sold away the entire 75 sq. yards to the complainant *de facto* by way of an Agreement to Sell. Even thereafter, on 24.10.2017, the accused/applicant sold the remaining 25 sq. yards of the

same property to Smt. Shagufta. In other words, the accused/applicant, despite having sold away 2/3rd of her property by a registered Sale Deed, executed Agreement to Sell *qua* the entire property and took Rs.10,00,000/- from complainant *de facto.*

3. Learned counsel for accused/applicant submits that it is only a civil dispute of money lending. It is submitted that husband of the accused/applicant had borrowed Rs.10,00,000/- in cash from complainant *de facto* and that amount is being repaid by depositing instalments in bank accounts of daughter and driver of the complainant *de facto.*

4. The fact remains that the accused/applicant took money from complainant *de facto* under Agreement to Sell pertaining to a property which she had already sold away. Even in the subsequently registered Sale Deed executed by the accused/applicant in favour of Shagufta, the accused/applicant did not disclose anything about the said Agreement to Sell.

5. It is not a case of only money lending. Besides, it cannot be said that where a transaction reflects civil liability, criminality stands automatically excluded. Same transaction can involve both – civil as well as penal liability. Of course, the trial court shall take independent view of the matter on the basis of evidence.

6. Considering the above circumstances, I do not find it fit case to grant anticipatory bail. The anticipatory bail application and accompanying bail application are dismissed.

7. At this stage, learned counsel for accused/applicant requests to take his submission on record that the complainant *de facto* had taken four blank cheques of the accused/applicant and her husband along with blank signed stamp papers.

GIRISH KATHPALIA
(JUDGE)

SEPTEMBER 07, 2026/*ry*