



2026:DHC:2266



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

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Date of Decision: 18.03.2026

+ **BAIL APPLN. 3578/2024**

HARVINDER SINGH SODHI

.....Petitioner

Through: Mr. Madhav Khurana, Senior Advocate with Mr. Lalit, Ms. Mehak Kalra, Ms. Shaurya Singh, Mr. Lakshay Sahrawat, and Mr. Divyansh Singh, Advocates.

versus

STATE NCT OF DELHI THROUGH SHO AMAR COLONY POLICE STATION SOUTH-EAST DISTRICT NEW DELHI

.....Respondent

Through: Mr. Amit Ahlawat, APP for State with SI Sachin Kumar.
Mr. Amit Tiwari, Advocate for complainant *de facto*.

CORAM: JUSTICE GIRISH KATHPALIA

J U D G M E N T (ORAL)

1. The accused/applicant seeks anticipatory bail in case FIR No. 206/2024 of PS Amar Colony for offence under Section 406/420/506 IPC.

1.1 This anticipatory bail application came up for the first hearing on 04.10.2024 before the predecessor bench and thereafter continued getting



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adjourned before different benches. Vide order dated 04.10.2024, the predecessor bench granted interim protection to the accused/applicant from arrest, which protection continued on date to date basis till date. Along with 179 such old pending bail applications, this application also was transferred to this bench.

1.2 Today is the first hearing before me. I have heard learned senior counsel for accused/applicant and learned APP for State as well as learned counsel for complainant *de facto*.

2. Broadly speaking, prosecution case is as follows. The accused/applicant is father-in-law of niece of the complainant *de facto*. The accused/applicant allegedly induced the complainant *de facto* to pay money under the pretext that the former would purchase land in the joint name of both of them, but later on, the accused/applicant purchased the land in his individual name and sold it further to make profits.

3. Learned senior counsel for accused/applicant contends that no offence is made out even if prosecution case is believed as it is. It is contended that the transaction between the parties was a simple loan transaction, but colour of criminality has been given only to armtwist the accused/applicant. It is also submitted that the Hon'ble Supreme Court in the catena of judicial pronouncements has given a note of caution that criminal proceedings should not be allowed to be exploited for settling the civil disputes.



4. Learned APP for State assisted by IO/SI Sachin Kumar strongly opposes the anticipatory bail application on the ground that the facts mentioned above clearly make out an offence of cheating for the reason that the accused/applicant took money from the complainant *de facto* by misleading him that the property to be purchased shall be in joint name of the parties. It is also contended that it is not believable that loan with interest at the rate of 4% per annum would be granted by anyone.

5. Learned counsel for complainant *de facto* also strongly opposes the anticipatory bail application, reiterating the submissions advanced by learned APP for State. Additionally, it is contended that the accused/applicant even showed to the complainant *de facto* a demand draft in the name of the proposed seller but thereafter, cancelled the same and took the money in his own bank account. It is also submitted that instead of purchasing the land in joint names, the accused/applicant executed an agreement of cultivation of the land with the farmer and thereafter, sold away the same to another person at a higher rate, thereby earning profit without giving share to the complainant *de facto*. It is also contended that the accused/applicant concealed his third bank account in which he had received cash amount from the buyer of the land.

6. In nutshell, the case set up by prosecution side is that the accused/applicant committed offence of cheating by taking money from the complainant *de facto* on the pretext of buying land in joint name, but bought the land in his individual name and sold away the same to earn profit; and on



the other hand, the accused/applicant claims that it was at the most a loan transaction and not an offence of cheating.

7. In order to make a *prima facie* view if any cheating is made out, specific query was put to prosecution side and the answer is that there is no document at all to show that the money was received by the accused/applicant for purchasing land in joint name with the complainant *de facto*. Admittedly, no cash amount was transferred from complainant *de facto* to the accused/applicant, so there is no receipt also to show the purpose of money paid to the accused/applicant. One also wonders as to why the complainant *de facto* would not pay the money directly to the seller, instead of transferring the money to the accused/applicant.

8. Another important aspect is that at request of both sides, the predecessor bench referred the matter to mediation, which failed. It has been repeatedly held by the Supreme Court that the bail courts are not money recovery forum. But for present purposes, it shows that the complainant *de facto* is interested in getting back the money and not in prosecution of the accused/applicant, otherwise he would not have agreed for such mediation effort.

9. Considering the above circumstances, I find no reason to deprive the accused/applicant liberty.

10. Therefore, the application is allowed and it is directed that in the



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event of his arrest, the accused/applicant shall be released on bail, subject to his furnishing a personal bond in the sum of Rs.25,000/- with one surety in the like amount to the satisfaction of the IO/SHO concerned. Accused/applicant shall join investigation as and when directed in writing by the IO.

**GIRISH KATHPALIA
(JUDGE)**

MARCH 18, 2026/ry