



2026:DHC:449



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

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Date of Decision: 19.01.2026

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BAIL APPLN. 215/2026, CRL.M.A. 1746/2026 & 1747/2026

SUBHASH @ SUBHASH CHAND

.....Petitioner

Through: Mr. Manish Kumar and Mr. Avinash
Sharma, Advocates

versus

STATE OF GOVT OF NCT OF DELHI

.....Respondent

Through: Mr. Amit Ahlawat, APP for State
with IO/Inspector Lalit Kumar, PS
DIU/East**CORAM: JUSTICE GIRISH KATHPALIA****J U D G M E N T (ORAL)**

1. The accused/applicant seeks regular bail in case FIR No.220/2025 of PS Ghazipur for offence under Section 420/467/468/471/120B/34 IPC.
2. I have heard learned counsel for accused/applicant and learned APP for State assisted by IO/Inspector Lalit Kumar.
3. Broadly speaking, the allegation against the accused/applicant is as follows. The now deceased mother of the complainant *de facto* was defrauded by the accused/applicant in the month of June-July 2024 by the



accused/applicant, who was working as a property dealer and got their house bearing No. B-127, G.D. Colony, Mayur Vihar, Delhi vacated and sold the same, after depositing some money in the bank account of mother of the complainant *de facto* and depositing the remaining entire sale consideration in his company's account. Thereafter, the accused/applicant shifted the complainant *de facto* and her mother to a rented flat, assuring to pay rent of the same and promising to build another house for them at plot no. 233, Block C-1, New Kondli, Delhi within six months. For that purpose, an Agreement to Sell also was executed between the accused/applicant and the now deceased mother of the complainant *de facto*. Subsequently, the accused/applicant also executed an Agreement to Sell and attendant documents in favour of the now deceased mother of the complainant *de facto* with regard to plot no. 233, Block C-1, New Kondli, Delhi and in that regard he also took Rs.61,50,000/- from her. But neither any house was constructed on the said plot no. 233, Block C-1, New Kondli, Delhi, nor the amount was returned by the accused/applicant. On account of shock, mother of the complainant *de facto* passed away after which the accused/applicant in presence of witnesses issued a cheque to refund the amount of Rs.61,50,000/-, but that cheque bounced.

4. It is contended on behalf of accused/applicant that he is in custody since July 2025 and chargesheet has already been filed, citing 19 prosecution witnesses, so trial would not conclude soon. It is further contended by learned counsel for accused/applicant that the alternate property, which is plot no. 233, Block C-1 New Kondli, Delhi was allotted



to one Teekaram by DDA and he sold the same to Kishan Chand and Kishan Chand sold the same to the accused/applicant and the same was sold away by him to the mother of the complainant *de facto*. It is further contended that the accused/applicant did not commit any fraud or forgery as alleged by prosecution.

5. On the other hand, learned APP for State submits that five more accused persons are involved in this case but they are not traceable, so their arrest is awaited. It is also contended with the help of material collected during investigation that according to DDA, the alleged plot no. 233, Block C-1, New Kondli, Delhi was an open plot of land, not occupied by anyone and was never allotted to the accused/applicant. It is contended that the accused/applicant forged the allotment letter issued by DDA and sold away the same by way of an Agreement to Sell and other documents after forging the signatures of mother of the complainant *de facto* as well as signatures of the alleged witnesses. It is also contended by learned APP for State, on instructions of the IO that not just the alleged allotment letter issued by DDA is a forged one, but also that neither Teekaram nor Kishan Chand nor any of the witnesses whose name appeared as witnesses are traceable.

6. Learned APP for State also strongly opposes the bail application because further investigation to trace out the trail of money is continuing and in the process, the accused/applicant also gave in writing to the complainant *de facto* that he wanted to settle the dispute, so he was issuing her a cheque of Rs.61,50,000/- but that cheque also got bounced. With



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regard to that cheque, learned counsel for accused/applicant submits that the same was pertaining to some loan transaction.

7. Considering the overall circumstances, I do not find it a fit stage to release the accused/applicant on bail. Therefore, the Bail Application is dismissed. The accompanying applications also stand disposed of.

8. A copy of this order be immediately transmitted to the concerned Jail Superintendent for informing the accused/applicant.

**GIRISH KATHPALIA
(JUDGE)**

JANUARY 19, 2026/as