



2025:DHC:4022



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

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Date of Decision: 19.05.2025

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BAIL APPLN. 3634/2024, CRL.M.A. 30337/2024 & 33380/2024

SH RAVINDER JANGHU ALIAS JOHN

.....Petitioner

Through: Mr. Lalit, Advocate

versus

THE STATE NCT OF DELHI

.....Respondent

Through: Mr. Nawal Kishore Jha, APP for State
with SI/SI Amit Sharma, PS Ranhola
Mr. Siddharth Pandit, Advocate for
complainant *de facto***CORAM: JUSTICE GIRISH KATHPALIA****J U D G M E N T (ORAL)**

1. In furtherance of last order, it is informed by both sides that despite last and final opportunity, the accused/applicant did not pay the balance settlement amount. That being so, I heard learned counsel for accused/applicant and learned APP assisted by learned counsel for complainant *de facto*.

2. The accused/applicant has sought anticipatory bail in case FIR No. 856/2023 of PS Ranhola for offence under Section 420/403/34 IPC. Broadly speaking, the allegation against the accused/applicant is that he



entered into an agreement to sell an immovable property and accepted earnest money to the tune of Rs. 15,00,000/- from complainant *de facto*, but thereafter, instead of completing the sale transaction, he sold away the subject property to a third party. But most importantly, according to the FIR, the subject property is owned by DSIDC on which few plants were grown and a bathroom had been constructed.

3. Learned counsel for accused/applicant has taken me through the *bayana* agreement, copy whereof is annexed as Annexure 4 (*colly*). Learned counsel for accused/applicant submits that the dispute between the parties is a civil dispute, given colour of criminality only to arm-twist the accused/applicant. It is explained by learned counsel for accused/applicant that according to the *bayana* receipt, the sale transaction of the subject property had to be concluded after payment of the balance amount by 10.10.2021 and since that was not done by the complainant *de facto*, the accused/applicant forfeited the earnest money and sold away the property to a third party.

4. On the other hand, learned APP assisted by learned counsel for complainant *de facto* submits that even during pendency of these proceedings, the accused/applicant was given an opportunity to settle the dispute but he has not paid the balance amount of Rs.3,50,000/- till date despite last and final opportunity granted on last date. Further, it is contended by learned APP that the accused/applicant is not cooperative in



the investigation, though he is joining the investigation as and when directed.

5. As reflected from the *bayana* receipt dated 11.07.2021, genuineness whereof is not in dispute, the total sale consideration for the subject property was Rs.57,50,000/-, out of which an earnest money of Rs.5,11,000/- was paid and the balance was to be paid by 10.10.2021 failing which the seller (*accused/applicant*) was entitled to sell away the subject property to anyone else and to forfeit the earnest money.

6. Learned counsel for complainant *de facto* contended that even after the date of execution of the *bayana* receipt, the complainant *de facto* paid Rs.10,00,470.20 through RTGS to the accused/applicant. That payment is reflected in the bank statements, forming part of investigation file.

7. On simplistic view, it appears to be an ordinary civil dispute where the proposed seller forfeits the earnest money in accordance with the terms of *bayana* receipt and sells away the subject property to a third party. But there is more to it. The third party in the present case is not a stranger, but cousin of the accused/applicant. The accused/applicant initially continued to assure the complainant *de facto* that the title documents of the subject property had been kept with his cousin to secure a loan.

8. Further, according to the FIR, the subject property is owned by



DSIDC, on which the accused/applicant had encroached upon to construct a bathroom and grow some plants. Despite repeated queries, learned counsel for the accused/applicant has not been able to show even a single document out of the chain of title deeds through which the subject property was acquired by the accused/applicant. Learned counsel for accused/applicant in this regard submitted that the chain of title deeds was handed over by the accused/applicant to the third party purchaser alongwith a General Power of Attorney. But even that General Power of Attorney, copy whereof is at *pdf* 63, does not make even a whisper in its recitals about the manner in which the property alleged was acquired by the accused/applicant. That lends credence to the stand of the prosecution side that the accused/applicant had no title over the subject property but executed *bayana* receipt and after accepting earnest money from the complainant *de facto*, sold away the subject property to his own cousin, that too, by way of an unregistered General Power of Attorney.

9. In view of the aforesaid, it does not appear to be a simple civil dispute being given a colour of criminality.

10. Therefore, I find no reason to grant anticipatory bail to the accused/applicant. The application is dismissed.

**GIRISH KATHPALIA
(JUDGE)**

MAY 19, 2025/as