



2025:DHC:7074



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

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*Date of Decision: 20.08.2025*+ **BAIL APPLN. 1131/2024**

DIDAR SINGH

.....Petitioner

Through: Mr. Alok Bhachawat, Advocate.

versus

THE STATE OF NCT OF DELHI &amp; ANR.

.....Respondents

Through: Mr. Amit Ahlawat, APP for State  
with SI Shivendra Singh.**CORAM: JUSTICE GIRISH KATHPALIA****J U D G M E N T (ORAL)**

1. The accused/applicant seeks anticipatory bail in case FIR No. 675/2022 of PS Subhash Place for offence under Section 406/420/120B IPC.

1.1 As reflected from record, the accused/applicant Didar Singh as well as his father Darshan Singh are accused persons in the subject FIR and both of them filed anticipatory bail applications, which were being taken up together. But unfortunately, Sh. Darshan Singh passed away and now the anticipatory bail application of only Didar Singh is being taken up.

1.2 As further reflected from record, the matter kept getting adjourned repeatedly before the predecessor benches on the ground of settlement between the accused/applicant and the complainant *de facto*. Before the



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predecessor benches, the matter was also sent to the Mediation Centre, Delhi High Court and across repeated adjournments, the settlement amount was being paid in instalments.

1.3 All through, the accused/applicant remained under interim protection from arrest, granted by the predecessor benches on date to date basis.

1.4 On 25.03.2025, when for the first time the matter came before me, it was pointed out to both sides that according to the settled legal position, the courts dealing with bail matters are not forum for recovery of money; however, since earlier the matter was being adjourned in the process of settlement, keeping in mind reasonable expectation of learned counsel, his adjournment request was allowed, making it clear that no further indulgence would be granted. On the next date, 09.05.2025, again adjournment was requested on behalf of accused/applicant, which was allowed subject to costs making it clear that no further indulgence would be extended.

1.5 Hence, the matter taken up today. I have heard learned counsel for accused/applicant and learned APP for State assisted by IO/SI Shivendra.

2. Broadly speaking, the prosecution case is as follows. The now deceased accused Sh. Darshan Singh was owner of property bearing house no. 34, South Patel Nagar, New Delhi and he executed a General Power of Attorney in the name of his son, the present accused/applicant Didar Singh. The said property was re-entered by the Land & Development Office



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(L&DO), so nobody had a right to sell or otherwise transfer the same in any manner. Pertaining to the said property, one civil suit bearing no. CS(OS) 625/2010 also was pending before this court. In addition, eviction proceedings pertaining to the said property also were pending before the Estate Officer. Concealing all those challenges to the title, the accused/applicants sold away the said property to the complainant *de facto* by executing an Agreement to Sell for a total sale consideration of Rs.8,00,00,000/- on 11.01.2021. The complainant *de facto* paid earnest money of Rs.50,00,000/- through RTGS into the bank account of Sh. Darshan Singh, who in turn transferred Rs.35,00,000/- to the present accused/applicant Didar Singh on the same day. Subsequently when the complainant *de facto* visited the said property, it was revealed to him that it was a disputed property, involved in certain litigations. On being contacted, the accused/applicants assured the complainant *de facto* to get him a clear title, but the same was not done despite his repeated requests.

3. In the above backdrop, learned counsel for accused/applicant submits that this is a fit case to grant anticipatory bail to the accused/applicant because it was a simple civil transaction of transfer of property and in terms with mediation settlement, the accused/applicant has paid back the entire money taken by him from the complainant *de facto*. It is further contended that the recorded owner of the subject property was Sh. Darshan Singh, though the present accused/applicant also inherited the same as it was ancestral property. Learned counsel for accused/applicant further contends that there are no objectionable antecedents of the accused/applicant. Learned



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counsel for accused/applicant also contends that the accused/applicant was not a GPA holder and that the Agreement to Sell was entered into between the complainant *de facto* and Sh. Darshan Singh. No other argument has been addressed.

4. On the other hand, learned APP at the outset has shown me the General Power of Attorney executed by Sh. Darshan Singh in favour of the present accused/applicant from the investigation file. It is contended by learned APP that learned counsel for accused/applicant has not been truthfully briefed by his client in this regard. Further, learned APP has also taken me through paragraph 10 of the status report dated 08.04.2024, which enlists as many as 09 transactions/encumbrances on the subject property and it is contended that the accused/applicant cheated number of other persons as well following the same *modus operandi* as used in the present case.

5. Earlier, in the case titled ***Umesh Verma vs State***, 2025:DHC:5548, I had an occasion to deal with the issue similar to the present case thus:

*“7. To begin with, my decision to switch over from the said piecemeal settlement proceedings to adjudication of this bail application on merits is fortified by plethora of judicial pronouncements to the effect that the bail courts are not forum for recovery of money; and that the economic offences constitute a class apart, so need to be visited with a different approach in matters of bail.*

*7.1 In the case of ***Apruva Kirti Mehta vs State of Maharashtra***, 2025 SCC OnLine SC 336, the Supreme Court held thus:*

*“8. That apart, the direction for payment was in the teeth of a plethora of decisions of this Court. We can profitably*



refer to a few of them, viz. *Ramesh Kumar vs. State (NCT of Delhi)*; *St. George Dsouza vs. State (NCT of Delhi)* and *Dilip Singh vs. State of M.P. & Anr.* Having regard to the principles of law laid down in the said decisions, *inter alia*, to the effect that the courts, exercising jurisdiction to grant bail/pre-arrest bail, are not expected to act as recovery agents for realization of dues of the complainant from the accused, the High Court should have independently applied its mind and arrived at a conclusion as to whether a case for grant of bail, on settled parameters, had been made out or not irrespective of whatever statement was made on behalf of the appellant before the Sessions Judge.”

7.2 While elaborately examining the legality of the conditions that can be imposed for granting bail, the Supreme Court in the case of ***Ramesh Kumar vs State of NCT of Delhi***, 2023 SCC OnLine SC 766, held thus:

“1. A disquieting trend emerging over the years which has gained pace in recent times necessitates this opinion. It has been found by us in multiple cases in the past several months that upon First Information Reports being lodged *inter alia* under section 420 of the Indian Penal Code, 1860 (“the IPC”, hereafter), judicial proceedings initiated by persons, accused of cheating, to obtain orders under Section 438 of the Code of Criminal Procedure, 1973 (“the CrPC”, hereafter) are unwittingly being transformed into processes for recovery of the quantum of money allegedly cheated and the courts driven to impose conditions for deposit/payment as pre-requisite for grant of pre-arrest bail. The present case is no different from the others and **it is considered appropriate to remind the high courts and the sessions courts not to be unduly swayed by submissions advanced by counsel on behalf of the accused in the nature of undertakings to keep in deposit/repay any amount while seeking bail under section 438 of the CrPC and incorporating a condition in that behalf for deposit/payment as a pre-requisite for grant of bail.**

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26. We may, however, not be understood to have laid down the law that in no case should willingness to make



*payment/deposit by the accused be considered before grant of an order for bail. In exceptional cases such as where an allegation of misappropriation of public money by the accused is levelled and the accused while seeking indulgence of the court to have his liberty secured/restored volunteers to account for the whole or any part of the public money allegedly misappropriated by him, it would be open to the concerned court to consider whether in the larger public interest the money misappropriated should be allowed to be deposited before the application for anticipatory bail/bail is taken up for final consideration. After all, no court should be averse to putting public money back in the system if the situation is conducive therefor. We are minded to think that this approach would be in the larger interest of the community. However, such an approach would not be warranted in cases of private disputes where private parties complain of their money being involved in the offence of cheating.”*

*(emphasis supplied)*

7.3 In the case of **Bimla Tiwari vs State of Bihar**, 2023 SCC OnLine SC 51, the Supreme Court held thus:

*“9. We have indicated on more than one occasion that the process of criminal law, particularly in matters of grant of bail, is not akin to money recovery proceedings but what has been noticed in the present case carries the peculiarities of its own.*

*10. We would reiterate that the process of criminal law cannot be utilised for arm-twisting and money recovery, particularly while opposing the prayer for bail. The question as to whether pre-arrest bail, or for that matter regular bail, in a given case is to be granted or not is required to be examined and the discretion is required to be exercised by the Court with reference to the material on record and the parameters governing bail considerations. Putting it in other words, in a given case, the concession of pre-arrest bail or regular bail could be declined even if the accused has made payment of the money involved or offers to make any payment; conversely, in a given case, the concession of pre-arrest bail or regular bail could be granted irrespective of any payment or any offer of payment.*



11. We would further emphasize that, ordinarily, there is no justification in adopting such a course that for the purpose of being given the concession of pre-arrest bail, the person apprehending arrest ought to make payment. Recovery of money is essentially within the realm of civil proceedings.”

7.4 Recently, even this bench in the case of **Mohit Singh Raghav vs Government of NCT at New Delhi** {Bail Application No. 662/2024, decided on 05.05.2025}, reiterated that the bail court is not a forum for recovery of money. It is in view of above legal position that when this bail application came up before me for the first time on 17.04.2025 that both sides were directed to address on merits instead of getting the matter endlessly adjourned in the name of settling the monetary claims of the defrauded investors.”

6. Coming to the merits of this case, *prima facie*, it does not appear to be a case of simple civil transaction given colour of criminality. As mentioned above, the L&DO had already entered upon the subject property, divesting the accused Sh. Darshan Singh all right, title and interest in the same. But despite that, he entered into Agreement to Sell the subject property with the complainant *de facto*, not just concealing the re-entry but also assuring that the subject property was free from all encumbrances. Not just this, there are as many as 09 more transactions related to the subject property enlisted in paragraph 10 of the status report dated 08.04.2024 and all those transactions existed when the Agreement to Sell was executed but the same were concealed from the complainant *de facto*.

7. I am unable to convince myself that the alleged acts of criminality were done only by Sh. Darshan Singh. Admittedly, Sh. Darshan Singh was a cancer patient and was bedridden with one of his legs amputated, so he had



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executed the General Power of Attorney in favour of the present accused/applicant to deal with the above mentioned dubious transactions pertaining to the subject property. Those transactions have been described in the GPA itself.

8. Merely because now the accused/applicant has paid back money to the complainant *de facto*, he cannot seek to be absolved in the present case. For, what has been paid by the accused/applicant is towards discharge of his civil liability only. The present case has to be tested solely on the anvil of merits of the allegations against the accused/applicant. As mentioned above, it is not just the complainant *de facto* but even the government authorities and other persons enlisted in paragraph 10 of the status report dated 08.04.2024, who have been *prima facie* cheated by him.

9. Considering the above circumstances, I do not find it a fit case to grant anticipatory bail to the accused/applicant.

10. The anticipatory bail application is dismissed. The accused/applicant is directed to immediately surrender before the IO/SHO concerned.

**GIRISH KATHPALIA  
(JUDGE)**

**AUGUST 20, 2025/ry**