



2025:DHC:8412



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

*Reserved on: 09.09.2025*  
*Date of Decision: 22.09.2025*

+ **BAIL APPLN. 1052/2025 & CRL.M.A. 13060/2025**

**GAUTAM GANDHI** .....Petitioner

Through: Mr. Sahil A. Garg Narwana,  
Mr. Kapil Gaba and Ms. Honey Gola, Advs.

versus

**STATE GOVT. OF NCT OF DELHI** .....Respondent

Through: Mr. Raghuinder Verma, APP  
for State with Mr. Aditya Vikram Singh,  
Adv.

Mr. Vivek Singh, Mr. Harsh Chugh and  
Mr. Manav Mor, Advs. for the complainant

**CORAM:**  
**HON'BLE MR. JUSTICE AJAY DIGPAUL**

### **J U D G M E N T**

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1. The present bail application has been filed on behalf of the applicant/petitioner/accused seeking regular bail under Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023<sup>1</sup>.

#### ***Factual Matrix***

2. The present bail application arises out of FIR No. 0378/2024 dated 21.09.2024, registered at Police Station - Kamla Market, Delhi, under Sections 420/406/120B/506 of the Indian Penal Code, 1860<sup>2</sup>. The FIR was registered on the basis of a written complaint dated 31.05.2024 made by Jitin Jindal.

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<sup>1</sup> Hereinafter "BNSS"  
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3. In the complaint, it was alleged that the complainant was induced by the accused persons Priyanka Kheterpal and the present applicant, Gautam Gandhi to advance a sum of ₹65,89,000/- for a property transaction. The complainant stated that he knew the accused through one Mr. Ajay Kumar Sinha, residing/working at B-1 Tower, Deen Dayal Upadhyay Marg, New Delhi, where they frequently met.

4. It is alleged that in November 2023, accused Priyanka Kheterpal and Gautam Gandhi represented to the complainant that they had entered into an agreement with one Mrs. Pavitra Yadav on 12.09.2023 for purchase of commercial unit No. 8/R3 LG 27, Lower Ground Floor, Block-3, M3M Broadway, Sector-71, Gurugram, Haryana (Property ID: 1CLTW3Y2)<sup>3</sup>. They expressed urgent need for funds and assured that the complainant would receive not only repayment of the principal but also an equal share in profits upon resale of the said property. Relying on their representations, the complainant entered into an agreement dated 09.11.2023 with accused Priyanka Kheterpal and transferred the said sum through various bank transactions.

5. According to the complainant, it was agreed that the subject property would not be sold without his written permission and, if sold before 10.12.2023, his dues would be cleared along with fifty per cent profit. The complainant was also promised original property documents as security, which were never handed over. Upon non-repayment and verification, the complainant discovered that the property had already been purchased by Priyanka Kheterpal on 12.09.2023, i.e., prior to the agreement with him, and was further sold

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<sup>2</sup> Hereinafter "IPC"

<sup>3</sup> Hereinafter "subject property"



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to one Shaman Jain on 01.12.2023, without his knowledge or consent. When confronted, Priyanka Kheterpal allegedly admitted her conduct, sought pardon, and promised repayment, but to no avail.

6. Pursuant to the above, the present FIR was registered. The accused Gautam Gandhi was arrested on 09.12.2024 and has been in judicial custody since then. The investigation against him is stated to be complete and a charge sheet has been filed.

7. It is also relevant to note that during the course of investigation, the bank statement of the complainant was analysed and the amount of ₹65,89,000/- was found credited into the account of Priyanka Kheterpal maintained at HDFC Bank, Sector-29, Gurgaon, which was opened on 07.06.2023. The charge sheet records that the complainant's funds were received directly into the account of Priyanka Kheterpal.

8. The applicant had earlier moved for bail before the Court of learned JMFC, Tis Hazari Courts, where his bail application was dismissed on 14.01.2025. Thereafter, a second bail application filed before learned ASJ, Tis Hazari Courts was dismissed on 05.03.2025, *inter alia* on the ground that the co-accused Priyanka Kheterpal had not joined investigation and was absconding despite issuance of non-bailable warrants.

9. It is further on record that co-accused Priyanka Kheterpal was granted bail by the Punjab & Haryana High Court at Chandigarh in CRM-M-5911-2025 in FIR No. 312/2024, vide order dated 06.02.2025, after noting repayment of the disputed sum therein. The present applicant, Gautam Gandhi, was also granted bail in CRM-M-65383-2024 in FIR No. 312/2024 by the said High Court vide order dated 14.02.2025.



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***Submissions on behalf of the applicant***

**10.** Learned counsel appearing on behalf of the petitioner submits that the alleged incident pertains to the year 2023, whereas the present FIR was registered only on 21.09.2024 on the basis of a complaint dated 31.05.2024. The said delay is unexplained and renders the prosecution version suspect.

**11.** It is urged that the gravamen of the accusation lies against co-accused Priyanka Kheterpal and not against the petitioner. The complaint itself narrates dealings with Priyanka Kheterpal regarding the subject property, with the agreement dated 09.11.2023 being between the complainant and Priyanka Kheterpal, and the alleged resale having been effected by Priyanka Kheterpal to Shaman Jain on 01.12.2023 without the complainant's permission.

**12.** It is further submitted that the petitioner is neither a party nor a signatory to any agreement to sell, sale deed, or other contractual document in respect of the said property and therefore, cannot be fastened with criminal liability for a transaction to which he is not a contracting party. It is also contended that the property, if at all, was sold by Priyanka Kheterpal to Shaman Jain on 01.12.2023 and the petitioner neither executed nor signed any conveyance or agreement in that regard.

**13.** It is submitted that the money trail, as per the investigation record and the charge-sheet, shows that the sum of ₹65,89,000/- was credited directly into bank account standing in the name of Priyanka Kheterpal, and not into any account of the petitioner.

**14.** On the issue of arrest, it is submitted that despite the alleged offences being punishable up to seven years, no notice of appearance



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in terms of Section 35(3) of the BNSS was served upon the petitioner prior to arrest, contrary to the mandate of the Hon'ble Supreme Court.

**15.** As to antecedents relied upon by the State, learned counsel submits that in the other case arising from FIR No. 312/2024, both the co-accused Priyanka Kheterpal and the present petitioner have been granted bail by the High Court of Punjab & Haryana on 06.02.2025 and 14.02.2025 respectively.

**16.** It is submitted that significant weight must be accorded to the order dated 17.03.2025 passed by the learned ASJ, whereby co-accused Priyanka Kheterpal was granted anticipatory bail in the present FIR. In the said order, the Court specifically recorded that an amount of ₹40,00,000/- had already been paid by Priyanka Kheterpal to the complainant. The Court noted that the complainant did not oppose the bail application in view of the settlement and part payment made. The petitioner places reliance on this order to argue that the matter between the complainant and the principal accused has substantially been resolved through payment, and bail was granted to the co-accused accordingly. Since the allegations principally revolve around the dealings of Priyanka Kheterpal and considering that she has already been extended the concession of bail on account of settlement and repayment, the petitioner submits that he too is entitled to the same relief on the principle of parity.

**17.** It is lastly submitted that the petitioner was arrested on 09.12.2024, the investigation *qua* him stands concluded and the charge-sheet has been filed; therefore, no further custodial interrogation is required, and continued incarceration would be punitive. Thus, it is prayed that the instant application may be allowed, and the reliefs be granted as prayed for.



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***Submissions on behalf of the APP***

**18.** *Per Contra*, learned APP appearing on behalf of the State vehemently opposed the instant application submitting to the effect that the investigation in the present FIR has revealed that the complainant transferred the amount in question on 09.11.2023 and 10.11.2023 into HDFC Bank standing in the name of co-accused Priyanka Kheterpal.

**19.** It is submitted that from the above HDFC account, various amounts were subsequently transferred to SBI bank account, in the name of M/s Sync-Global. As per the bank records and investigation, the proprietor of M/s Sync-Global is the present petitioner, Gautam Gandhi. Thus, even though the complainant's funds were initially credited into the account of co-accused Priyanka Kheterpal, the petitioner is a direct beneficiary of the cheated amount through his concern M/s Sync-Global.

**20.** As per the agreement executed on 09.11.2023, the property in question, was not to be sold without the written permission of the complainant, however, in furtherance of the conspiracy, the property was sold on 01.12.2023 to one Shaman Jain without the complainant's permission, and till date the cheated amount has not been refunded to the complainant. It is alleged that both the petitioner and co-accused Priyanka Kheterpal concealed the fact that the latter had already entered into an agreement to sell with one Pavitra Yadav (stated to be the owner of the subject property) on 12.09.2023 and induced the complainant to part with money on 09.11.2023.

**21.** It is also disclosed that another FIR No. 312/2024 stands registered at P.S. Badshahpur, District Gurugram, Haryana, against the petitioner and co-accused under Sections 420/467/468/471/120-B of



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the IPC. According to the contents of the said FIR, the same property was purchased by co-accused Priyanka Kheterpal for a sum of ₹1.10 crore from the complainant Pavitra Yadav, however, as alleged therein, the aforementioned amount was never credited in the account of the complainant Pavitra Yadav, and instead as per the investigation, the said amount was credited in the account of applicant accused Gautam Gandhi. Thus, petitioner is the ultimate beneficiary of the cheated funds in the said case as well, demonstrating a pattern of fraudulent conduct.

**22.** With respect to the contention of the petitioner regarding non-service of notice under Section 35 of the BNSS, learned APP submits that the petitioner was already in judicial custody in another case. He was required for interrogation to ascertain his involvement in the present case, the whereabouts of the co-accused, for recovery of the case property, and due process was followed by moving appropriate applications before the Court concerned.

**23.** It is further submitted that the entire trail of the cheated amount has not yet been fully traced and the ultimate beneficiaries of onward transfers from the account of M/s Sync-Global are still being identified. The case property is yet to be recovered. The allegations are serious and disclose a conspiracy involving large sums of money. Nevertheless, it is urged that in view of the petitioner's role as beneficiary of the cheated amount, his antecedents in a similar case, the magnitude of the financial fraud, the pending recovery, and the risk of tampering with evidence and non-cooperation, no ground is made out for grant of bail at this stage.

**24.** Learned APP for the State has further relied on the status report dated 07.07.2025 to oppose the grant of bail. It is submitted that the



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petitioner, along with co-accused Priyanka Kheterpal, is not only involved in the present FIR, but is also implicated in multiple other FIRs of a similar nature, which reflect a continuing pattern of fraudulent transactions. He submits that in addition to the instant FIR and FIR No. 312/2024, the petitioner is also an accused in another cheating transaction for which FIR No. 158/2025, PS - Badshahpur, Gurugram, Haryana, under Sections 406/420/467/468/471/120-B of the IPC has been lodged against him. It is urged that the multiplicity of cases registered against the petitioner in different jurisdictions, involving similar *modus operandi* of inducing complainants in property transactions, receiving large sums of money, and then diverting the funds without fulfilling obligations, demonstrates that he is a habitual offender engaged in organized economic offences.

**25.** Learned APP submits that these antecedents reflect the petitioner's propensity to indulge in fraudulent activities, and that enlarging him on bail in the present case would embolden him to repeat such offences. It is further contended that the gravity of the financial crimes, the repeated nature of the offences, and the involvement of multiple complainants across different FIRs are sufficient grounds to deny bail at this stage. Thus, it is prayed that the present application may be dismissed.

### ***Analysis and conclusion***

**26.** Heard learned counsel appearing on behalf of the parties and perused the material available on record including the FIR, the status reports, the charge-sheet with its annexures, the earlier bail orders dated 14.01.2025 and 05.03.2025, and the order dated 17.03.2025 concerning the co-accused.





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**27.** The petitioner has raised the ground of belated registration of the FIR. The complaint is dated 31.05.2024 and the present FIR was registered on 21.09.2024. The transactions in issue are of 09.11.2023 and 10.11.2023, and the subsequent sale of the property is stated to be on 01.12.2023. On these dates, the interval between complaint and FIR is not so wide as to, by itself, render the prosecution version doubtful or to become an independent ground for bail. The mere fact of registration of FIR a few months after the complaint does not, in the facts of an economic offence, tilt the balance in favour of grant of bail.

**28.** Insofar the role of the petitioner is concerned, the charge-sheet traces the money trail. It records that ₹65,89,000/- was credited by the complainant on 09.11.2023 and 10.11.2023 into HDFC Bank A/c No. 50100485434255, opened on 07.06.2023 at HDFC Sector-29, Gurugram, in the name of Priyanka Kheterpal. From this account, amounts were transferred to SBI A/c No. 39798576395 in the name of M/s Sync-Global, situated at Plus Offices, Cyber Park, Sector-67, Gurugram-122018.

**29.** The status report specifically notes that the proprietor of M/s Sync-Global is the present petitioner, Gautam Gandhi, and concludes that the petitioner is also a beneficiary of the cheated amount; further onward transfers are still under investigation. This is consistent with and supported by the charge-sheet annexures, such as notice and reply from HDFC Bank regarding A/c 50100485434255, notice to SBI along with statement of A/c 39798576395 of M/s Sync-Global and other records.

**30.** The petitioner's argument that he is not a party to the agreement, that initial credits went to the co-accused's account, and that the allegations are *qua* Priyanka Kheterpal, cannot be viewed in



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isolation. The investigation material on record presently indicates that the complainant's money moved to the co-accused's HDFC account and thereafter to the petitioner's proprietary concern, M/s Sync-Global. At the stage of bail, this *prima facie* trail suffices to show the petitioner's involvement as an ultimate beneficiary, notwithstanding that the agreement was executed between the complainant and the co-accused.

**31.** The charge-sheet has already been filed on 06.02.2025, however, the status report also records that the beneficiaries of further onward transfers are still to be verified, and a supplementary charge-sheet is contemplated. The case property and full money trail are yet to be recovered/traced/ascertained. In this backdrop, the filing of the main charge-sheet by itself does not persuade this Court to enlarge the petitioner on bail.

**32.** The petitioner relies on having been granted bail in FIR No. 312/2024 by the Punjab & Haryana High Court (orders dated 06.02.2025 and 14.02.2025 for the co-accused and the petitioner respectively). That circumstance, however, cannot govern the present case which arises from a different FIR, complainant, and set of transactions, and in which the investigation charts a distinct money trail identifying the petitioner as a beneficiary yet again. The nominal roll/status report also shows pendency of another FIR No. 158/2025 against the petitioner, co-accused and also identifies the petitioner's proprietary concern as a beneficiary yet again, and all this underscores the prosecution's submission of a pattern of similar allegations. Bail in another matter, therefore, is not a determinative ground for bail here.

**33.** Moreover, the order dated 17.03.2025 passed by the learned ASJ, thereby, granting anticipatory bail to co-accused Priyanka



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Kheterpal notes a settlement between the parties and records that a Demand Draft for ₹40,00,000/- in favour of the complainant Jitin Jindal was handed over, and that the complainant had no objection to grant of anticipatory bail to the said co-accused. That order was made on the co-accused's application, is conditioned by its own facts, and does not address the petitioner's alleged role as ultimate beneficiary through M/s Sync-Global in the present FIR. In the facts and nature of allegations, inducement of the complainant to part with ₹65,89,000/- followed by diversion of funds and resale of the property without consent, the said order does not create a right to bail by parity for the petitioner.

**34.** *Lastly*, the petitioner's grievance regarding non-service of notice under Section 35(3) of the BNSS is met in the status report. It is recorded therein that post verification of payment, search was made by the investigation agency to apprehend the petitioner, and it was found that he is in judicial custody in Haryana jail in FIR no. 312/2024. Pursuant thereto, on 03.12.2014, the investigation agency moved application for issuance of production warrant against the petitioner. The accused was produced before the Court concerned on 09.12.2024 following which an application to interrogate and arrest was moved. Post obtaining due permission from the Court, the petitioner was interrogated and then formally arrested on 09.12.2024. In these circumstances, at this stage, no ground is made out to hold the arrest illegal so as to grant bail on that count.

**35.** For these reasons and having considered the petitioner's grounds, this Court finds no reason to grant him regular bail in the present FIR.

**36.** Accordingly, the present regular application stands dismissed.



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37. Pending application(s), if any, stands disposed of.
38. It is clarified that the observations made herein above are confined to the present consideration of bail and shall not be construed as an expression of this Court on the merits of the case before the learned Trial Court.

**AJAY DIGPAUL, J.**

**SEPTEMBER 22, 2025/AS/ryp**