



2025:DHC:8900



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

% *Reserved on: 26<sup>th</sup> September, 2025*  
*Pronounced on: 08<sup>th</sup> October, 2025*

+ **BAIL APPLN. 1665/2025**

**SHUBHAM AGGARWAL**

S/O Shyam Sunder Aggarwal

R/O 183 Ahrat Bazar,

Kasauli, H.P.- 173204

.....Petitioner

Through: Mr. Sangam Singh Kochar, Advocate.  
versus

**STATE GOVT. OF NCT OF DELHI**

SHO (Anand Vihar)

.....Respondent

Through: Mr. Ajay Vikram Singh, APP for the  
State

+ **BAIL APPLN. 1669/2025**

**PREM SINGH**

S/O Lt. Jeet Singh

R/O Village Chatian,

Kasauli, H.P.- 173204

.....Petitioner

Through: Mr. Sangam Singh Kochar, Advocate.  
versus

**STATE OF NCT DELHI**

SHO (Anand Vihar)

.....Respondent

Through: Mr. Ajay Vikram Singh, APP for the  
State

+ **BAIL APPLN. 1682/2025**

**KIRAN SHARMA**

D/O Lt. Raj Kumar

R/O Village Mel-I (46),

Kalbog, Shimla H.P.- 173

.....Petitioner

Through: Mr. Sangam Singh Kochar, Advocate.



versus  
STATE OF NCT OF DELHI  
SHO (Anand Vihar)

.....Respondent

Through: Mr. Ajay Vikram Singh, APP for the  
State

+

**BAIL APPLN. 1703/2025**

**SHYAM SUNDER AGGARWAL**  
S/O Late Sh. Murlidhar Aggarwal  
R/O 183 Ahrat Bazar,  
Kasauli, H.R- 173204

.....Petitioner

Through: Mr. Sangam Singh Kochar, Advocate.

versus

**STATE GOVT. OF NCT OF DELHI**  
SHO (Anand Vihar)

.....Respondent

Through: Mr. Ajay Vikram Singh, APP for the  
State

**CORAM:**

**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

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

**NEENA BANSAL KRISHNA, J.**

1. Second *Anticipatory* Bail Applications under Section 482 Bharatiya Nagarik Suraksha Sanhita (*hereinafter referred to as "BNSS"*), 2023, have been filed on behalf of the four Applicants, namely, *Shubham Aggarwal*, *Prem Singh*, *Kiran Sharma* and *Shyam Sunder Aggarwal* respectively for grant of **Bail** in FIR No.0156/2025 under Sections 406/420/120B Indian Penal Code, 1860 (*hereinafter referred to as "IPC"*) registered at PS Anand Vihar, Delhi.
2. Applicants submit that their first Anticipatory Bail Application was dismissed by the Ld. ASJ *vide* oOrder dated 25.04.2025, without due



consideration of the nature and contents of the offence. It is patently against the law, is erroneous and is not sustainable.

3. It is alleged by the Applicants that no Notice under Section 94 BNSS was served upon them to join investigations, except on the Accused Mrs. Kiran Sharma. On receipt of the said Notice, she requested extension of time to appear *vide* e-mail dated 13.04.2025. Her request was duly acknowledged, as recorded in the Status Report filed by the IO on 24.04.2025. This is in clear violation of the guidelines of the Apex Court in Arnesh Kumar vs. State of Bihar (2014) 8 SCC 273.

4. Applicants contend that they are innocent and have been falsely implicated in *malicious prosecution arising out of a purely civil dispute*.

5. On the Complaint of Virender Pahuja, Complainant, the present FIR was registered on 04.04.2025 against all four Applicants, Shyam Sundar Aggarwal, Prem Singh, Shubham Aggarwal, and Kiran Sharma @ Kiran Aggarwal, along with Chintan S/o Satprakash, Shalu D/o Satprakash, in regard to fraud, cheating, forgery, breach of trust and criminal intimidation allegedly committed.

6. Complainant stated that he is a senior citizen aged about 71 years old. In the year 2004, he operated his office in the Basement of 20, Jagriti Enclave, Delhi and was exploring property investment opportunities in and around Delhi. During this time, through a common friend, he was approached by Shyam Sundar Aggarwal R/o Old Rajinder Nagar, Delhi, who was involved in property dealings in Himachal Pradesh. He proposed investments in land at Mashobra, Kasauli, and other locations in Himachal Pradesh, for construction of Resorts with appreciation in future.



7. On showing a rosy picture of investment in Himachal Pradesh, he was induced by Shyam Sundar Aggarwal to invest in the properties. He purchased land measuring 11 Bighas 8 Biswa (Khatoni 37/99, Khasra Nos. 124/42/251/1/2 and 184/42/25/7), for which he made all the payments. However, after receiving payments, *Shyam Sundar Aggarwal* revealed that permission under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, 1972 (*hereinafter referred to as "HPTLRA, 1972"*), was required to transfer the land in his name; a fact which was not disclosed earlier. On his advice, the land was transferred to Prem Chand, a local resident, on 13.04.2004 and an Agreement to Sell was executed in his favour by Prem Chand.

8. In 2008, one *Munish Nayyar* also became interested in the property and contributed 50% of the amount towards the plot purchased in the name of *Prem Chand*.

9. Shyam Sundar Aggarwal insisted that Prem Chand was not keeping good health and also was not trustworthy and therefore, the land was transferred in the name of *Sat Prakash*, who was relative of Prem Singh, an employee of Shyam Sundar Aggarwal. In 2011, *Rajeev S/o Prem Chand*, on his request, transferred the land in favour of *Sat Prakash*. It was a temporary arrangement for re-transfer of the property to him and Munish Nayyar after taking approval under Section 118 of HPTLRA, 1972. He also entered into an Agreement to Sell with him for his share of 5 Bigha and 6 Biswa and balance land was transferred in the name of *Munish Nayyar's nominee*. This entire process was executed by Shyam Sundar Aggarwal and Prem Singh and Sat Prakash was their puppet.



10. However, despite repeated assurances, the process was intentionally delayed. Shyam Sundar Aggarwal convinced the Complainants to make further investments to purchase 4 Bighas 18 Biswa at Ganguri, Himachal Pradesh, which were also transferred fraudulently in the name of Prem Singh; 2 Bighas of this were transferred in the name of Ambika Tanwar on his behalf, while the balance was not transferred. Further, 50% share in 45 Bighas at Sirmor District; Himachal Pradesh was also transferred in the name of *Prem Singh*. 50% share in old structure measuring 5 Biswa in Chabbel, Himachal Pradesh was also transferred along with Shyam Sundar Aggarwal.

11. The Complainant trusted and believed in Shyam Sundar Aggarwal because of the family bonds that had developed between them. However, after the death of the wife of Shyam Sundar Aggarwal, he displayed dishonest behaviour, evading discussions about his investments. In 2022, he requested his surety in a rape case pending at Karkardooma Courts, which led him to investigate his fraudulent activities.

12. It is alleged that Shyam Sundar Aggarwal was mastermind of the fraud to induce the Complainant and others to invest in properties in Himachal Pradesh, which were fraudulently transferred in the name of his employee Prem Singh and later his daughter-in-law Kiran Sharma. Shyam Sundar Aggarwal is involved in multiple fraud cases, and several properties acquired by him through deceitful means, have been attached by the Income Tax Department.

13. Some of the cases are pending against *Chintan S/o Late Sh. Sat Prakash*, for execution of forged Will dated 18.04.2017, of his father concerning 50% (5 Bighas 8 Biswa) of the Mashobra property, of the



Complainant's share, which were not transferred in his name. Complainant along with others, fabricated a forged Will of Sat Prakash dated 18.04.2017 with help of Sunita Sharma, Notary Public, falsely favouring Kiran Sharma, even though she had no association with Sat Prakash until her marriage with Shubham Aggarwal S/o Shyam Sundar Aggarwal in 2020.

14. It is further submitted that *Shalu D/o Sat Prakash* is a witness to the said forged Will. *Shubham Aggarwal son of Shyam Sundar Aggarwal* and husband of Kiran Sharma, being a lawyer, played a key role in drafting and registering the forged Will in 2021, by falsely backdating it to be of 2017. Prem Singh, a trusted employee of Shyam Sundar Aggarwal, was used as a proxy to hold properties bought by gullible investors, including the Complainant. These properties were later transferred fraudulently to Kiran Sharma @ Kiran Aggarwal, daughter-in-law of Shyam Sundar Aggarwal, who got ownership of properties fraudulently transferred in the name of Prem Singh. On this Complaint, FIR No.0156/2025 dated 04.04.2025 was registered.

15. *Applicants in their respective Bail Applications have contended* that this Court lacks territorial jurisdiction, as the Agreement to Sell dated 30.03.2011 executed between Late Sh. Sat Prakash (original owner) and M/s Maestro Builders & Developers (*Complainant's Firm*) was concerning a land situated in Kasauli, District Solan, Himachal Pradesh. Complainant's proprietorship Firm was based at G-60, East of Kailash, New Delhi, as per alleged Agreement to Sell, which is also not within the jurisdiction of the PS: Anand Vihar, Delhi. The Applicants are permanent resident of Himachal Pradesh and even Applicant Shubham Aggarwal is a practicing Advocate. Thus, *no part of cause of action has arisen within the jurisdiction of PS:*



*Anand Vihar, Delhi*. FIR has been wrongly registered at PS Anand Vihar, in collusion with local Police officials.

16. It has also been contended that FIR is *time-barred and based on stale claims, as alleged Agreement to Sell is dated 30.03.2011*, while the Complainant had approached the Police after an unexplained delay of 14 years. No plausible explanation has been given for this inordinate delay, which clearly indicates *malafide* intentions and an afterthought.

17. It has also been contended that dispute is *purely civil in nature*, which has been wrongly criminalised. The allegations, even if taken at face value, pertains to a civil dispute arising out of an alleged breach of contract, i.e. Agreement to Sell dated 30.03.2011. The Applicant's Anticipatory Bail Applications were dismissed without giving due consideration to the nature of the offence and therefore, suffers from non-application of judicial mind.

18. Reliance is placed on *Rikhab Birani v. State of U.P.*, 2025 SCC OnLine SC 823, wherein the Apex Court highlighted the misuse of criminal processes to address civil grievances and quashed criminal proceedings arising out of a property transaction dispute, reiterating that civil disputes cannot be dressed up as criminal cases to exert pressure.

19. Reliance is also placed on *Indian Oil Corpn. v. NEPC India Ltd.*, (2006) 6 SCC 736, wherein the Apex Court held that civil disputes cannot be converted into criminal cases without specific allegations of cheating or fraud.

20. It is further contended that the observations of Ld. ASJ in the context of Will dated 18.04.2017 is entirely unfounded, based on a false narrative and mere speculation, without any supporting evidence. It has been wrongly observed that it is really astonishing that the alleged WILL was executed in



the year 2017 in favour of accused Kiran Sharma by Lt. Sat Prakash and later the same accused got married to the other co-accused Shubham Aggarwal. The said Will was got registered in the year 2022. Ld. ASJ found force in the argument of Ld. Counsel for the Complainant that the Will may have been forged after the marriage of the accused i.e., Kiran Sharma and Shubham and was prepared in the year 2022 and got registered in the same year.

21. It is explained that late Sh. Sat Prakash shared cordial and longstanding relations with the family of Ms. Kiran Sharma, well before the execution of the alleged Will. Prem Singh, father-in-law of Chintan (legal heir of late Sh. Sat Prakash) and *Samdhi* of late Sh. Sat Prakash, acting as General Power of Attorney (GPA) holder, executed a Sale Deed in favour of Ms. Beena Devi, mother of Kiran Sharma and others on 29.09.2014, thereby evidencing pre-existing association and familial terms between the families. This clearly establishes that the parties were well-acquainted and maintained close family relations prior to the execution of the Will.

22. It is further submitted that parents of Kiran Sharma, namely late Sh. Raj Kumar and Smt. Beena Devi were Agriculturists and own an Apple orchard in Shimla, Himachal Pradesh. They extended both emotional and financial support to the late Sh. Sat Prakash during his difficult times, who executed a Will dated 18.04.2017 in favour of Kiran Sharma concerning the said property and the Will was duly notarized and attested in the presence of his legal heirs, who issued a No Objection Certificate (NOC) before the concerned authorities at Kasauli, Himachal Pradesh, affirming that they had no objection to the said Will.



23. For nearly eight years, the legal heirs neither disputed the said Will nor raised any objection to the transfer of the land in favour of Kiran Sharma. It was only after the registration of the present FIR, that the legal heirs, under pressure exerted by the Police officials, were allegedly compelled to make statements claiming ignorance of the Will. There is nothing on record to suggest that the legal heirs ever challenged or contested the validity of the said Will at any point prior to the lodging of the FIR.

24. *FSL Report prepared by M/s Truth Labs Services* opined that the signatures of late Sh. Sat Prakash on the alleged Will, were forged. However, this Report holds no evidentiary value and is vague and lacks transparency regarding the materials and documents relied upon by the Expert. It fails to disclose which documents or admitted signatures were used for comparison and whether such documents were duly authenticated. In the absence of a clear, verifiable, and credible basis for the comparison, the Expert opinion stands seriously compromised and cannot be relied upon to draw any adverse inference against the Applicants.

25. Supreme Court in the case of S. Gopal Reddy vs. State of A.P., (1996) 4 SCC 596, held that Expert Opinion, including the Handwriting Expert opinion, is only opinion and is not substantive evidence. It must be corroborated by other reliable evidence.

26. Moreover, in the present case, the authenticity and evidentiary value of the documents in question, are matters which ought to be adjudicated during the course of trial based on evidence. At the stage of consideration of Anticipatory Bail, the relevant factors to be assessed are whether the Applicants are evading the process of law, tampering with evidence, threatening witnesses or failing to co-operate with the investigations. The



Applicants submitted that they are willing to fully co-operate with the investigations and are ready to abide by any condition that may be imposed by this Court.

27. It is further contended that Complainant has no *locus standi* to file FIR in individual capacity, as the alleged Agreement to Sell dated 30.03.2011 was executed exclusively between late Sh. Sat Prakash (original owner) and M/s Maestro Builders & Developers (Complainant's Proprietorship Firm). However, the present FIR has been lodged by the Complainant in his personal capacity, despite the transaction being on behalf of his firm and he lacks *locus* to initiate criminal proceedings. If there was any grievance, it should have been complained by the Firm and not by the Complainant in his individual capacity.

28. Further submission is that the Applicants were neither party to the Agreement nor had any legal connection with the said transaction. Material facts have been suppressed by the Complainant. There is no documentary proof of any fraudulent intent or forgery attributable to the Applicants. There is nothing disclosed as to how the Applicants are connected in the entire Prosecution. The FIR introduces multiple people without clarifying their roles, making it vague and unintelligible.

29. Moreover, the FIR has been registered under IPC, while in fact BNS has come into effect *w.e.f.* 01.07.2024. The conduct of the Police in registering the FIR under IPC, indicates a clear ulterior motive to harass the Applicants and misuse of power.

30. Ld. ASJ has failed to consider that though the Will was notarized in the year 2017, it was only registered in the year 2022; dispute is of civil



nature; there is jurisdictional defect and the FIR has been registered under IPC instead of Bharatiya Nyaya Sanhita, 2023.

31. In the end, it is contended that the allegations of cheating, forgery and criminal conspiracy are absurd and unfounded and no *prima facie* case is made out. No documentary evidence has been produced to substantiate the claims. All necessary details can be obtained without arrest of the Applicants, as per Arnesh Kumar (supra) Guidelines. Objective of criminal jurisprudence is bail and not jail.

32. *Hence, prayer is made by the Applicants for grant of Bail.*

33. ***Status Reports in all four Bail Applications, submitted by the State,*** explained that the Mashobra properties measuring 5 Bighas 6 Biswa and 1 Bigha were initially purchased in the name of Prem Singh and then transferred to Prem Chand and thereafter, to Sat Prakash, from whom they came to Kiran Sharma *via* allegedly a forged Will.

34. The status of the properties and the transactions is explained in the Status Report as under:

<b><i>Sl. No.</i></b>	<b><i>Details of property situated</i></b>	<b><i>Initially property purchased in the name of</i></b>	<b><i>Claim of complainant</i></b>	<b><i>Present status of property</i></b>
1.	Land at Mashobra, Kasauli (5 Bigha 6 Biswa & 1 Bigha)	Prem Singh → Prem Chand → Satprakash → Kiran Sharma (via forged Will)	He holds all original ownership documents, including ATS and GPA signed by Prem Chand, Late Satprakash & Prem Singh.	The land was transferred to Ms. Kiran Sharma through a Will by Late Sh. Satprakash. All legal heirs deny their signatures on



				<i>the affidavit used for this transfer. 1 Bigha still remains in the name of Prem Singh.</i>
2.	<i>Land at Sirmaur (24 Bigha, 50 % share)</i>	<i>Prem Singh from Dalip Singh &amp; Rosy Singh</i>	<i>Complainant transferred Rs.5 Lakhs into the seller's account and paid Rs.2.5 Lakhs in cash. Complainant and accused are witnesses of GPA &amp; ATS executed in favour of Prem Singh.</i>	<i>The land was transferred to Kiran Sharma through a Sale Deed executed by Prem Singh in 2020 for Rs.32 Lakhs. However, no account transfer details are mentioned in the Sale Deed.</i>
3.	<i>Land at Ganguri (4 Bigha 18 Biswa)</i>	<i>Prem Singh</i>	<i>Complainant claims to have paid in cash to Shyam Sundar Aggarwal.</i>	<i>Out of the total land, 2 Bigha was transferred to the complainant's nominee, Ms. Ambika Kanwar. The remaining land was transferred to Prem Singh's son,</i>



				<i>Govind Singh.</i>
4.	<i>Land at Chabbel (5 Bigha)</i>	<i>Prem Singh transferred to Darshna Aggarwal Later to Shubham Aggarwal</i>	<i>Complainant has an audio recording in which Prem Singh admitted that the payment was made by him. He also claims to have transferred Rs.8 Lakhs into the account of Darshna Aggarwal.</i>	<i>No current status provided. Only a transcript and pen drive with the audio admission were submitted.</i>

35. During the course of investigations, Sections 467, 468 and 471 IPC were added. Complainant was examined and produced several documents, including Rent Receipts of Jagriti Enclave Office, proof of payments made, chain of title of original property and Forensic Report confirming the signature of GPA holder Sat Prakash on the WILL as forged.

36. After registration of the case, Notices under Section 94 BNSS were issued on 08.04.2025 to Ms. Shalu and Mr. Chintan Dev (daughter and son of Sat Prakash) to join the investigation and submit relevant documents. Both confirmed that the signatures on the Affidavit and the Will of their late father, were forged. Additionally, Smt. Kanta Devi, wife of Sat Prakash was examined, who denied signing any affidavit for registering her husband's Will, and also denied her alleged thumb impression and clarified that she



always signs in Hindi. She also provided her active Bank Account details. All three provided affidavits, copies of which were annexed.

37. Further, on the directions of this Court, accused Kiran Sharma joined the investigation and was asked to provide the original copy of WILL of late Sh. Sat Prakash, who stated that the same is with Revenue Office. Notice under Section 94 BNSS was issued to Tehsildar Kasauli, Solan, H.P. to provide the original WILL along with all annexed affidavit of Chintan, Shalu & Kanta Devi. Thereafter, original Will dated 18.04.2017 along with original Affidavits dated 31.05.2020 were seized through a Seizure Memo dated 17.07.2025. Further, original GPA and ATS signed by Sat Prakash in favour of the Complainant, were also seized. Specimen signatures of Shalu and Mr. Chintan were collected and the questioned WILL and affidavits along with admitted and specimen signatures, were sent to FSL *vide* Rohini Letter dated 19.08.2025.

38. During the course of investigations, Complainant provided the certified copy of *Fard* (Mutation) in which property was shown to be transferred into the name of Kiran Sharma on 27.04.2021, on the basis of unregistered WILL of Sat Prakash, notarised by Ms. Sunita Notary Public. The Will was drafted by the Applicant Shubham Aggarwal, who later got married with Kiran Sharma.

39. Pertinently, the Complainant provided the copy of the Order passed by this Court in CRL.M.C.1274/2021 titled as Shubham Agarwal vs. State, which stated that immigration details of Shyam Sunder Agarwal and his son Shubham Agarwal were received and according to the travel documents, Shubham Agarwal was out of country from 10.01.2017 to 28.05.2017. The alleged WILL of Sat Prakash, which was drafted by accused Subham



Aggarwal and identified by accused Shyam Sundar Agarwal, was created and notarized on 18.04.2017. From the reply of FRRO, it established that accused was not in India on that day.

40. Applicant Subham Aggarwal enrolled as an Advocate in first week of January, 2017. He left India on 10.01.2017 and returned on 28.05.2017. The disputed WILL is claimed to have been drafted by him while he was outside India. The said WILL is shown to be notarized on 18.04.2017 in favour of Ms. Kiran Sharma, whom he later married in 2020. Even before any marital relationship existed with Ms. Kiran Sharma, the co-accused Shyam Sundar Agarwal acted as the identifier of the said WILL. It clearly indicates that the WILL was actually created after the marriage of the petitioner's marriage and even after the death of Sat Prakash, which is why it was never recorded in the register of the Notary Public.

41. The land situated at Chhabal, H.P. was also transferred in the name of applicant by paying consideration amount to the Complainant, while co-accused Prem Singh admitted the share of the Complainant in a conversation provided by him.

42. The investigation is at an initial stage and all the accused/Applicants have not provided the complete details during their interrogation. Their further interrogation is required to confront with the documents provided by the Complainant and received from the Authorities.

43. It is further submitted that co-accused Shyam Sundar Aggarwal had malicious intention to cheat the Complainant from the beginning, when he initially approached him for investment. It is a continuing offence; wherein present Applicant also participated in criminal conspiracy and got



transferred the land in favour of Kiran Sharma by making a bunch forged document.

44. The Anticipatory Bail Applications of all four accused/Applicants Subham Aggarwal, Kiran Sharma, Prem Singh, and Shyam Sunder Aggarwal were dismissed by learned ASJ, Karkardooma Court, on 25.04.2025.

45. Information was also provided by the Complainant that Applicant Subham Aggarwal has not only cheated him, but has also cheated her own sister in similar manner by forging WILL of his own deceased mother with criminal conspiracy with other co-accused and transferred all the property in his name. Accused persons have prepared forged *Legal Heir Certificate* of deceased Darshna Aggarwal and all properties have been transferred in the name of Applicant Subham Aggarwal. Despite knowing that he has two sisters, he got prepared a *Legal Heir Certificate* claiming that he and his father are only survivor of his deceased mother. Ms. Vandana Aggarwal D/o Shyam Sundar Aggarwal and sister of Shubham Aggarwal, came to know about this forgery and filed the case in Dubai Court, which has been decided in her favor. She has also filed a Civil Suit bearing number CS(OS) 1010/2024 for *Permanent and Mandatory Injunction*, before this Court. She had also filed a Criminal Complaint with PS Chittranjan Park.

46. In view of the aforesaid facts, the ***Bail Applications are opposed*** on the ground that custodial interrogation is essential to uncover the broader conspiracy, establish the authorship of forged documents and prevent tampering with evidence.

**Submissions heard and record perused.**



47. Essentially, the case of the Complainant is that in the year 2004, he was approached by the Applicant Shyam Sundar Aggarwal, property dealer in Himachal Pradesh, who convinced him to invest in land at Mashobra, Kasauli, Himachal Pradesh, and other locations. After purchase of land, Applicant Shyam Sundar Aggarwal revealed that permission under Section 118 of the HPTLRA, 1972, was required to transfer the land. Apparently, the ATS was executed in favour of Prem Singh and thereafter, in favour of Prem Chand, servant of accused Shyam Sundar Aggarwal. Subsequently, the Agreement to Sell was executed in favour of Sat Prakash and from him the property got transferred to Kiran Sharma.

48. Essentially, all these transactions have taken place since 2004 on the basis of Agreement to Sell. The Complainant despite being aware that the Sale Deed could not be executed in his name in view of Section 118 HPTLRA, 1972, had religiously been entering into various transactions, allegedly for purchase of properties, though the Agreement to Sell were being executed in the name of the aforesaid accused/Applicants.

49. It is a matter of trial whether the Complainant had duly paid the amounts under those Agreements to Sell and if he had acquired ownership in the properties. Essentially, the entire case hinges around the alleged Will dated 18.04.2017 executed by Sat Prakash, which is claimed to be forged and fabricated in the year 2020.

50. It is claimed by the Complainant that the Will was allegedly drafted by Shubham Aggarwal while he was out of India, patently making it a forged document. However, the Applicants have explained that Will was only drafted by him while abroad and had forwarded it to India where it was attested and witnessed by others. The Will aside from having the



endorsement of being prepared by Shubam Aggarwal, does not have his signatures and it is wrongly being alleged to be forged.

51. The other ground for claiming that the Will is forged is that the same is in favour of Kiran Sharma, who subsequently, in the year 2020 got married with Applicant Shubham Aggarwal S/o Shyam Sundar Aggarwal. It is contended that there is no reason for Sat Prakash to executed the Will in favour of Kiran Sharma, at the time when she had not even married with his son. Also, if the Will was executed in the year 2017, there is no explanation as to why the registration has been done only in the year 2021 and that too, after the demise of Sat Prakash.

52. Furthermore, Ms. Sunita, Notary Public was examined and the entry of notarisation of this alleged Will, has not been traced in her Register, again, *prima facie*, reflecting that the Will is forged.

53. The entire case does not hinge on the Will, which pertains to one Mashobra property in H.P. There are three other properties located in different locations, of which the originals of Will, Affidavits and documents have already been collected. The Complainant has also provided all the property documents that were in his power and possession. The fraud, which is alleged to be committed by the Applicants, is a matter of trial.

54. In so far as the investigations are concerned, all the documentary evidences have already been collected. The Applicants had joined the investigations. No further custodial interrogation is merited in the given circumstances.

55. It is contended on behalf of the State that the Applicants need to be confronted with the documents, which have been collected by the IO during investigations. However, the confrontation can be done by all the Applicants



when they join the investigations and no custodial interrogation is warranted in the given circumstances.

56. In the end, the Bails are being contested on the ground that Shubham Aggarwal has cheated his two sisters by getting his deceased mother's properties transferred in his name, on the basis of false legal heirs Certificate, wherein the name of his sisters have not been disclosed, as legal heirs of the mother. Two Civil Suits are already pending in this regard inter se the sisters and Shubham Aggarwal.

57. The Applicant Shubham Aggarwal may have litigation pending with his sisters in respect of some properties of his mother, but that cannot, at this stage, be said to show his criminal propensity and cannot be a ground for rejecting the Bail.

58. Considering the nature of allegations which essentially relate to purchase of properties by the Complainant from Shyam Sunder Aggarwal on the basis of ATS since 2004 and their alleged transfers subsequently in the name of other persons and totality of circumstances, in case of arrest, all the four Applicants, namely Shyam Sunder Aggarwal Shubham Aggarwal, Kiran Aggarwal and *Prem Singh* are admitted to Anticipatory Bail, subject to the following terms and conditions: -

- (i) The Applicants shall furnish a personal bond each in the sum of Rs.50,000/- with one Surety each in the like amount to the satisfaction of the Investigating Officer/Arresting Officer.
- (ii) The Applicants shall join the investigations, as and when called by the Investigating Officer and shall co-operate during the investigations.



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(iii) The Applicants shall furnish their cell phone number to the Investigating Officer, on which he may be contacted at any time and shall ensure that the number is kept active and switched-on at all times.

(iv) The Applicants shall not contact, visit, or offer any inducement, threat or promise to any of the prosecution witnesses or other persons acquainted with the facts of case.

(v) The Applicants shall not tamper with evidence nor otherwise indulge in any act or omission that is unlawful or that would prejudice the proceedings in the pending trial.

59. The Bail Applications along with pending Applications are disposed of in the above terms.

60. Copy of this Order be forwarded to the Ld. Trial Court for compliance.

**(NEENA BANSAL KRISHNA)**  
**JUDGE**

**OCTOBER 08, 2025/R**