

B. A. No. 3417
FIR No. 57/2020
PS: Civil Line
State Vs. Sunil Kalra
U/s 420 IPC

06.11.2020

Present: Sh. K.P.Singh, Addl. PP for State (through video conferencing)

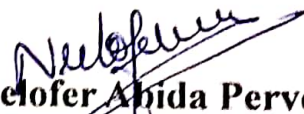
Sh.Neeraj Sood, Counsel for accused-applicant (through video conferencing)

Hearing is conducted through video conferencing.

This is an application under Section 438 CrPC for grant of anticipatory bail on behalf of accused Sunil Kalra in case FIR No.57/2020.

Reply is filed.

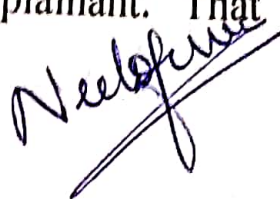
Arguments heard. For orders, put up at 4 pm.


(Neelofar Abida Perveen)
ASJ (Central)THC/Delhi
06.11.202

At 4 pm
ORDER

This is an application under Section 438 CrPC for grant of anticipatory bail on behalf of accused Sunil Kalra in case FIR No.57/2020.

Ld. counsel for the applicant-accused has contended that accused-applicant has not committed any offence leave aside an offence of cheating and inducing any person to deliver any property to any person with common intention. That the applicant neither made any representation to the complainant nor executed any documents in favour of the complainant nor received any sale consideration from the complainant. That the complainant has made no



allegations qua the applicant except that the applicant is father of accused Raghav Kalra and husband of accused Renu Kalra. That the applicant was an absolute owner of shop no. 6 in property bearing no. 16-UB, Jawahar Nagar, Delhi and the same was never mortgaged by the applicant with any bank. That the applicant is a senior citizen and is suffering from bi-polar disease and is bed ridden. That the co-accused Ms. Ridhi Kalra owner of shop no.4 at 16 UB Jawahar Nagar, Delhi has been granted anticipatory bail vide order dated 28.10.2020. That the applicant is always ready to join the investigation as and when directed. That the applicant has not made any wrongful gain to himself nor caused wrongful loss to the complainant.

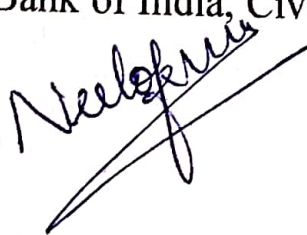
Ld. Addl. PP submits that as per reply of the IO, IO did not find any incriminating material to proceed against the accused-applicant and it has been stated in the reply that the accused-applicant is not involved in any manner with the subject matter of the present FIR57/2020 and arrest of the accused-applicant has not been sought.

Heard.


The facts of the case are that complainant Mukesh Lamba reported that in the year 2015, he and his wife intended to purchase a commercial property for investment/Rental purposes and came in contact with Mrs.Renu Kalra & her son Mr.Raghav Kalra. That both of them came to his residence at Civil Lines and informed that her daughter Ms. Ridhi Kalra was the absolute owner and in lawful possession of commercial property admeasuring 9.3 square meters, bearing Shop No. 04 on the ground floor of 16-UB, Bunglow Road, Jawahar Nagar Kamla Nagar, Dehli 110007, they further informed that Mr.Sunil Kalra h/o Renu Kalra was the absolute owner and in lawful possession of Commercial property, admeasuring 9.3 square meters bearing shop number 06



on the ground floor of 16-UB, Bungalow Road, Jawahar Nagar, Kamla Nagar, Delhi - 110007 and both the said shops had been rented out to the respective tenants namely Kotak Mahindra Bank ATM and Chowringee Enterprises. That they further informed us that Ms.Ridhi Kalra & Mr.Sunil Kalra had executed a duly registered GPA dated 06.10.2015 and 14.10.2015 in favour of the brother/son Mr. Raghav Kalra thereby authorizing him to execute & enter into all sorts of agreements to sale, execute sale deed, accept consideration of the sale proceeds on behalf of his married sister and father due to the reason that his father was bed ridden and the sister could not leave her matrimonial house. That they further informed the said two shops of the commercial property was free from all sorts of encumbrances and they will not and they had never entered into any kind of sale agreement with any third party pertaining to the above stated Commercial property. That during the course of meeting at his residence, they further informed us that they intended to sale Shop No.04 and 06 on the ground floor for a valid consideration as they were facing some financial crunch and were in need of urgent funds. That believing their assurances/representations to be true complainant and his wife Mrs. Santosh Lamba gave their inclination to purchase the said two shops i.e. Shop No. 04 and 06 on the ground floor for a valid consideration of Rs. 13,50,000/- (Thirteen lacs fifty thousand) and Rs.10,10,000/-(Ten lacs ten thousand)respectively. Mr.Raghav Kalra and his mother came to their Residence in Civil Lines where he entrusted them with two cheques bearing No. 230101 & 230102 total amounting to Rupees 13,50,000/- drawn on State Bank of India, Hissar, Haryana towards the valid consideration of shop No. 4 and two cheques bearing No. 888585 amounting to Rupees 5,00,000/- drawn on PNB, Civil Lines and cheque No. 311847 amounting to Rupees 5,00,000/- drawn on State Bank of India, Civil Lines and Rs. 10,000/- in



cash towards the valid consideration of Shop No. 06. The said cheques were duly credited in the respected account of the account holders. That on 16.10.2015 Mr. Raghav Kalra being registered GPA holder of his father executed a registered sale deed in favour of his wife Mrs. Santosh Lamba pertaining to shop No. 06 and on 9th October 2015, Mr. Raghav Kalra registered GPA holder of his sister Ms. Ridhi Kalra executed a registered sale deed in his favour pertaining to shop No. 04 in 16 UB, Bunglow Road, Jawahar Nagar, Kamla Nagar, Delhi - 110007. Subsequent thereto they took the possession of the already rented out two shops namely Kotak Mahindra Bank ATM and Chowringee Enterprises. That the mutation of the said two shops stands mutated on their respective names and they have been paying the required commercial/house Tax every year. That recently, he received a call from his tenants Kotak Mahindra Bank Ltd. who informed him that they had a visitor in their bank and that person represented himself to be the owner of shop No. 04 in 16-UB, Bunglow Road, Jawahar Nagar, Kamla Nagar, Delhi-110007, which is contrary to the factual matrix. It is pertinent to mention that the said visitor showed purportedly registered sale deed in his favour and requested the bank officers to transfer the rental income in his account. That Mr. Harbir Singh tenant of shop No. 6 belonging to my wife also informed him that one person had contacted him and showed purportedly registered sale deed in his/her favour and wanted the monthly rental income to be transferred in his/her account. That neither he nor his wife have entered into any sale transaction with any person qua the above stated two shops. That when he confronted Mr. Raghav Kalra and Mrs. Renu Kalra regarding the fact that certain unknown persons claimed themselves to be the owner of two shops belonging to him and his wife, they admitted their guilt of executing different sale deeds (forged) in favour of some



third party and accepting the consideration amount from them pertaining to the shops belonging to him and his wife albeit the said two shops are duly registered on their respective names and they have never sold them or executed any document towards the sale of the said two shops.

During investigation, as per reply filed of the IO, on verification from office of Sub-registrar-I, District Central, Old Court Building, Kashmere Gate, Delhi-06, it is revealed that sale deed in respect of shop No.4, 16 UB, Bunglow Road, Jawahar Nagar, Delhi was executed by Raghav Kalra in favour of Mukesh Lambha registered on 19.01.2016. Ridhi Kumar sister of Raghav Kalra was confirming party while execution of rent agreement between complainant and Kotak Mahindra Bank in c/w said shop. Further at the time of selling shop No.4, 16-UB, Bunglow Road, Jawahar Nagar, Delhi to the complainant it was mortgaged with IDBI bank which was got done by Ridhi Kumar in the year 2008. That on 24.08.2018 again Raghav Kalra executed sale deed in favour of Niharika Jain and Harish Gupta with respect to shop in question. Regarding shop No.6, 16-UB, Bunglow Road, Jawahar Nagar, Delhi, Raghav Kalra executed sale deed in favour Santosh Lambha registered on 19/01/2016. Second times, he executed sale deed in favour of Vijender Ahuja, Rajesh Ahuja and Shiv Arora registered on 12.07.2018 and third times he executed sale deed in favour of Meenakshi Dabla registered on 23.08.2018. Investigation of the case is at initial stage as there are many victims to whom properties in question have been sold and cheated and yet to be examined. At present, as per investigation conducted in the case, involvement of Sunil Kalra, the present applicant hasn't come on record.

There is nothing incriminating material found against the accused-applicant and as custodial interrogation of the accused-applicant is not sought,



the allegations pertain specifically against the son and wife, though the accused-applicant was originally the owner of the property in respect whereof the fraudulent transactions were allegedly entered into, one of the co-accused the daughter of the accused-applicant who was also the erstwhile owner of one of the shops has already been granted the protection. In such totality of facts and circumstances, the present application is allowed and it is directed that in the event of the arrest of accused-applicant in case FIR no. 57/2020, he be released on bail upon furnishing personal bond with one surety in the sum of Rs. 40,000/- each ^{to the satisfaction of the IO, ~~is~~} and subject to the condition that he shall continue to join investigation as and when called upon to do so and scrupulously appear on each and every date of hearing before the Ld. Trial Court and shall not delay, defeat nor interfere with the trial in any manner and shall not intimidate, threaten or influence witnesses nor tamper with evidence in any manner whatsoever, and shall not change his mobile phone number and address to be mentioned in the bond without prior intimation to the IO.

Neelofer
(Neelofer Abida Perveen)
ASJ (Central) THC/Delhi
06.11.2020