

Bail Matters 355/2026

MANJEET SINGH Vs. STATE

FIR No. 648/2025

PS (Bharat Nagar)

01.04.2026

Present : Sh. K D Pachauri, Ld. Addl. PP for the State.

Sh. Roop Narayan, Ld. Counsel for applicant/accused.

Sh. Vipul Shrivastav, Ld. counsel for the complainant.

IO SI Jeetender Kumar in person.

1. This is an application under Section 482 BNSS for grant of anticipatory bail, moved on behalf of applicant Manjeet Singh.

2. It is submitted by ld. Counsel for applicant/accused that applicant/accused there is a delay of 6 years in filing the FIR. It is submitted that applicant is proprietor of M/s Delux Auto Industries and is original allottee of property no. B-54, GT Karnal Road Delhi and the said property is used as Banquette Hall since 1990 and applicant had given same on lease. It is submitted that in May, 18, part of building collapsed and applicant was forced to construct the same again due to which applicant suffered financial losses and in October, 18, complainant contacted applicant for taking building hall on lease. The applicant handed over property to complainant for interior designing of his choice and entered into lease agreement. It is submitted that applicant returned Rs. 80,31,557/- to the complainant out of Rs. 82,57,500/- was received by him as security deposit. It is further submitted that in the agreement, the agreed amount was written as 1,10,10,000/- which includes payment

made by complainant to Ankit Goel as per admission in the complaint and Ankit Goel paid Rs. 13,32,400/- out of payment made to him, which makes a total of Rs. 93,63,977/- out of Rs. 1,10,10,000/-. It is submitted that FIR is nothing but an event of quarrel to any authority against applicant and by complainant.

3. Ld. Counsel has also placed reliance on following judgments:

- (1) Samir Sahay @ Sameer Sahay Vs. State of UP & Anr.
- (2) Pradyut Samanta Vs. The State of West Bengal & Anr.

4. On the other hand, ld. Addl. PP has opposed the application stating that allegations are very serious. It is submitted that the said building was booked with MCD, therefore, lease agreement was cancelled. It is submitted that during the course of investigation, notice u/s 35(3) BNSS was issued to accused but he failed to join the investigation, therefore, bail must be dismissed.

5. Heard. Perused.

6. During the arguments, it has been admitted by accused/applicant that one MOU was executed between complainant and himself on 29.05.2019. He had also admitted that in view of the document dt. 29.05.2019, he had paid amount of Rs. 80,31,577/-. With regard to non payment of remaining amount, as per MOU/deed for surrender of tenancy rights, the applicant has not given any justified explanation. He has only stated that the rent of May, 19 was to be adjusted which was approximately Rs. 10 Lacs per month & the same has not been given by the complainant, hence, the remaining amount was not paid. T

7. Oral statements contrary to the the written contract between the parties cannot be taken into consideration if the same is in contradiction or variation of the written contract. Even otherwise, when the document dt. 29.05.2019 was executed, prima facie if there was any due the same would have been mentioned, otherwise the same becomes waived off. As per the parties cannot be allowed to take stand against the admitted written contract, no fresh ground which existed prior to the execution of the document can be allowed to be taken as a defence to not pay the remaining amount to the complainant. Prima facie, the applicant is willfully not paying the remaining amount to the complainant despite passing of many years. In such scenareo, no ground is made out for grant of anticipatory bail, application is dismissed.

9. Application stands disposed off.

10. In view of the recommendations of Rules Committee under Section 523 of BNSS, 2023 with respect to the practice directions issued by Hon'be Supreme Court of India in Writ Petition no. W.P.(C) 1082/2022 Suhash Chakma Vs. Union of India & Ors., the applicant can avail the free legal aid facility from District Legal Services Authority (North-West) at Room No. 405, 4th Floor, District Court Rohini, Delhi-110085. Applicant may contact the authority on phone number 011-27555536 or through mail at e-mail ID northwest-dlsa@nic.in.

(SHIVAJI ANAND)
ASJ-II/SPECIAL JUDGE NDPS/
NORTH-WEST/ROHINI COURTS/
DELHI/01.04.2026