

2 Bail Matters 556/2026
STATE GNCTD Vs. RAVI GUPTA
FIR No. 8/2026
u/s 420 IPC
PS (Anand Vihar)

13.07.2026

Anticipatory bail application.

Present: Sh. Pradeep Kumar, Ld. Addl. PP for the State.
Mr. Adesh Kumar, Ld. Proxy Counsel on behalf of Mr. Vikash Kumar Sharma, Ld. Counsel for the applicant/accused.
Mr. Amit Tayal, Ld. Counsel for the complainant(through VC).
Complainant in person.

ORDER

1. This is an application for anticipatory bail filed on behalf of accused/applicant Ravi Gupta. It is averred that the applicant/accused received notice U/S 35(3) of the BNSS 2023 from the SI Ashok Raj Baniya of P.S. Anand Vihar to join the investigation and to appear on 16.01.2026 but at the relevant time the applicant/accused was out of station therefore on 20.01.2026 the applicant/accused joined the investigation at P.S. Anand Vihar then the concerned IO directed the applicant/accused to submit all the relevant documents. It is further averred that the applicant/accused again received notice dt. 10.04.2026 and the applicant/accused joined the investigation and apprised the concerned IO about the facts of the case and handed over all the related documents to the IO. It is pertinent to mention here that on the same day the IO pressurized the applicant/accused to either make payment to the complainant or sign the MOU which would be prepared by the complainant to ensure the civil recovery of the same but the applicant/accused somehow managed not to bow down to the pressure of the concerned IO. On 27.04.2026 again the applicant/accused received notice U/S 35(3) of the B.N.S through whatsapp only and the applicant/accused was directed to appear on 30.04.2026.

2. It is further averred that the complainant in the year 2015 went to the shop of the applicant/accused in Mayur Vihar for the sale of his shop situated at Acharya Niketan and applicant/accused arranged the sale of the said shop to the complainant. It is further averred that after the sale of the above mentioned shop of the complainant, the complainant made offer to the applicant/accused to induct him as a partner in his business of building construction on collaboration basis and the applicant/accused and the complainant entered in to a partnership agreement for the construction of the property bearing no. C-642, Guru Ram Das Nagar, Laxmi Nagar on collaboration basis. It is further averred that the complainant and Sh. Ravi Bothara both became partners of 25% share each in the construction of the property bearing no. C/642, Guru Ramdas Nagar, Laxmi Nagar. It is further averred that the applicant/accused started construction on collaboration basis of one other property bearing no. H. No.64, Kundan Nagar, Lakshmi Nagar, Delhi-110092 and entered into collaboration agreement with Smt. Chandravati W/o Sh. Sohan Singh vide collaboration agreement dt. 11.11.2018, and as per the said collaboration agreement dt. 11.11.2018, the applicant/accused would get one ground floor shop in lieu of the construction of the said property. The complainant showed his willingness to invest some amount in the construction of the said property on the oral agreement that the complainant should get 25% from the sale of said shop and after the consensus between the complainant and applicant/accused, the complainant paid Rs. 32,50,000/- to the applicant/accused even after knowing that the title documents qua the said shop had not been executed in the favor of the applicant/accused. It is pertinent to mention here that the applicant/accused got the possession of the said shop and he was running his office from there.

3. It is also averred that during the construction of the above mentioned property, the original owner Smt. Chandravati died and thereafter Sh. Sohan Singh again entered into collaboration agreement dt. 24.06.2020 in continuation of collaboration agreement dt.11.11.2018. Thereafter even the above mentioned Sh. Sohan Singh also died and inter-se legal dispute qua the said property arose between the legal heirs of the Chandravati and Sohan Singh and the said legal heirs denied to execute the title documents qua the said shop in favor of the applicant/accused and even attempt was made to disturb the possession of the applicant/accused qua the said shop. The applicant/accused filed a police complaint in the PS Laxmi Nagar, dt. 24.08.2023 and the applicant/accused also filed a complaint u/s 145 of Cr.P.C before the SDM, East vide F.No./SDM/PV/145 Cr.P.C./2025-2026/4823-26 and the concerned SDM vide its order dt. 22.07.2025 passed status quo order qua the said shop and the matter is still pending before the concerned SDM.

4. It is further averred that in the year 2023 the applicant/accused received a phone call from PS. GTB Enclave. The concerned police officials called the applicant/accused to join investigation qua the complaint filed by the complainant herein vide diary no.5736, dt. 18.07.2023 based on the same transactions. The applicant/accused appeared before the concerned IO and handed over all the documents to him and later on the applicant/accused called the said IO and inquired about the complaint. The said IO informed the applicant/accused that the said complaint has been closed as not maintainable. As per the complaint dt. 18.07.2023 the complainant alleged that the applicant/accused is in total due of Rs. 71,90,000/- whereas the complainant in the present FIR is alleging that the

applicant/accused has a total due of Rs. 81,90,000/- which shows that the present FIR has been registered in the collusion with police officials of PS Anand Vihar just to extort money from the applicant/accused.

5. Reply to this application has been filed as per which, on 02.05.2026 a notice was served upon the accused Ravi Gupta who joined the investigation on 04.05.2026 and stated that he directly did not sell out both II & III Floor of Property No. C-642, Guru Ram Das Nagar, Laxmi Nagar as the sale deed was directly executed by the Inderjeet Arora and Madan Lal Arora being the land owner of the said property. However, the III Floor with roof rights was sold to Mr. Vimal Maheshwari and II Floor was sold to Mr. Upendra Madan. Upon enquiry from both Vimal Maheshwari and Upendra Madan, it was found that Vimal Maheshwari sold his flat in May 2025 for Rs. 45 Lakhs as per registry and Upendra Madan sold his flat in April, 2026 for Rs. 40 Lakhs as per registry and the same was verified from the Sub-Registrar Office-VIIIA/Preet Vihar. It is contended that accused Ravi Gupta joined the investigation twice on 04.05.2026 and 06.05.2026 but he remained evasive and non-cooperative during the investigation. He stated in his own statement that he has given 25% share of Sanjeev Aggarwal but did not disclose about the other 25% share of Ravi Prakash Bothra. As per statement of Ravi Prakash Bothra he never received any amount from the applicant/accused Ravi Gupta as he had withdrawn himself from the partnership. The accused/applicant Ravi Gupta remained evasive on this query. The custody of accused Ravi Gupta is required to recover the cheating amount. As the said offence consists of huge cheating amount and as per conduct of the accused and nature of offence, the anticipatory bail application of the

applicant/accused Ravi Gupta is strongly opposed.

6. Arguments have been heard. Material on record perused. Submission considered.

7. Ld. Counsel for the applicant has argued that the applicant has been falsely implicated in the present case. It is further argued that the applicant and the complainant have already settled the matter in Mediation Centre vide Settlement Agreement dt. 09.07.2026. No useful purpose would be served by sending the accused in custody.

8. On the other hand, Ld. Substitute Additional PP has opposed the bail application stating that the case is at a very initial stage. Allegations levelled against the accused are serious in nature and the custodial interrogation of accused is required to recover the alleged cheated amount.

9. This Court finds that matter has been settled in Mediation centre vide Mediation Settlement Agreement dt. 09.07.2026. The complainant submits that he has no objection in case the applicant is granted anticipatory bail. It is submitted by the Ld. Counsel for the complainant that as per the allegations levelled by the complainant, a sum of Rs. 95 lakhs was allegedly paid to the applicant on the pretext of constructing of two shops. The applicant is stated to be having no previous involvement. He has already joined investigation on two dates and on top of that parties have also reached on an agreement with regard to re-payment of settlement amount. The statement of complainant has recorded in this regard.

10. Therefore, in view of the facts and circumstances mentioned above the application is disposed of with the directions that anticipatory bail is granted to the accused/applicant Ravi Gupta so that in the event of his arrest, he be released furnishing personal bond of Rs. 20,000/- along with two sureties of the like amount to the satisfaction of the SHO/IO, subject to the following conditions:-

- a. *In case of change of residential address or contact details, the applicant shall promptly inform the same to the concerned Investigating Officer/SHO as well as to the Court.*
- b. *That accused will not threaten the complainant and his family members or any prosecution witness directly or indirectly in any manner.*
- c. *The accused shall not leave the country without the permission of the court.*
- d. *The accused shall join investigation as and when required.*

11. Nothing in the present order shall tantamount to expression of opinion of this court on the merits of this case.

12. Application stands disposed of accordingly.

13. Copy of this order be given 'dasti' to Ld. Counsel for accused/applicant, as requested.

(Dr. Sumedh Kumar Sethi)
ASJ-05/SHD/KKD Courts
Delhi/13.07.2026