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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 2735/2023**
S. RAGHUBIR SINGH CHABRA

..... Petitioner

Through: Mr.Ujjwal Ghai, Advocate.

versus

STATE (GOVT. OF NCT OF DELHI) & ANR.

..... Respondents

Through: Mr.Yasir Rauf Ansari, ASC and
Mr.Adeeb Ul Hasan, Advocate for the
State and SI Lakhan, PS EOW.
Mr.Anirudh Mehrotra, Advocate for
R2.

CORAM:
HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **19.04.2023**

CRL.M.A.10276/2023

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of.

CRL.M.C. 2735/2023

3. This petition is filed for setting aside the order dated 14.03.2023 passed by learned Additional Session's Judge-02, Electricity, Central, Tis Hazari Courts, Delhi in FIR No.494/2015 under Sections 420/467/468/174A/120B IPC registered at PS EOW.
4. It is the submission of the learned counsel for the petitioner, the respondent no.2 has cheated the petitioner for a sum of Rs.20.00 crores and



have entered into agreements to sell the subject property to him and despite receiving 90% of the sale consideration the accused failed to execute the sale deed(s) in favour of petitioner herein and instead had mortgaged the subject property to different banks and obtained loans and thus cheated the banks too. The respondent no.2 filed an anticipatory bail petition wherein he executed MoU in favour of petitioner herein, but did not adhere to the terms of the said MoU, hence a contempt case bearing no.316/2016 was filed wherein he further gave an undertaking to pay or execute sale deeds. The said contempt petition is pending.

5. It is submitted a CS(COMM) 07/2015 was also pending before this Court and in the pleadings before the said Court the respondent no.2 admitted of executing two agreements. Para 39 of the said order notes as follows:

“39. As noted above in the bail proceedings, a Memorandum of Understanding/Undertaking was entered into between Mr. Pradeep Paliwal and the plaintiff on 23rd December, 2015. In terms of said Memorandum of Understanding/Undertaking Mr. Pradeep Paliwal acknowledged the agreements to sell and agreed to execute the sale deeds in favour of the plaintiff. Even the contempt case was disposed of on the basis of the undertaking dated 17th May, 2016. Therefore, at this stage, the defendants 2 to 4 and the defendants no.5 and 6 cannot be heard to say that the agreements to sell entered into between the plaintiff and defendant no. 1 were invalid or that possession of the suit properties was not handed over to the plaintiff in terms thereof. The aforesaid defendants do not have any locus to question the validity of subject agreements to sell.”

6. Despite the admission of two agreements by respondent no.2, wherein the major portion of consideration was made in cash, the learned Trial Court did not believe and rather overlooked the orders passed by this Court and granted bail to the respondent no.2 herein, as alleged.

7. Issue notice. The learned APP for the State and learned counsel for



the respondent no.2 are present and accept notice and seeks time to file status report/reply. Let the same be filed within four weeks from today with an advance copy to the learned counsel for the petitioner. Rejoinder, if any, be also filed within two weeks thereafter.

8. List on 05.07.2023 and in the meanwhile E-copy of Trial Court record be also requisitioned prior to the next date.

YOGESH KHANNA, J.

APRIL 19, 2023

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