Rupinder Kaur Vs. State

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Court : Delhi

Decided On : Sep-17-2013

Judge : Veena Birbal

Appellant : Rupinder Kaur

Respondent : State

Advocate for Pet/Ap. : Mr. Rajat Aneja, Ms. Jasbir Kaur, Mr. Vikas Pahwa, Ms. Aeshna Dahiya, M/s. Onkar Health Essentials Private Limited, M/s. Khurana Developers. On, M/s. Onkar Health Services Private Limited

Judgement :

$~5 & 6 * IN THE HIGH COURT OF DELHI AT NEW DELHI Date of Decision:

17. 9.2013 1.+ BAIL APPLN. 1437/2013 RUPINDER KAUR ..... Petitioner Through: Mr. Rajat Aneja, Adv. versus STATE ..... Respondent Through: Ms. Jasbir Kaur, APP for State. SI Kuldeep. Mr. Vikas Pahwa, Sr. Adv. with Ms. Aeshna Dahiya, Adv. for complainant. AND 2.BAIL APPLN. 1439/2013 DEV KARAN SINGH ..... Petitioner Through: Mr. Rajat Aneja, Adv. versus STATE ..... Respondent Through: Ms. Jasbir Kaur, APP for State. SI Kuldeep. Mr. Vikas Pahwa, Sr. Adv. with Ms. Aeshna Dahiya, Adv. for complainant. VEENA BIRBAL, J.

BAIL APPLN. 1437/2013 & CRL.M.B. No.1602/2013 BAIL APPLN. 1439/2013 & CRL.M.B. No.1603/2013 1. This is a petition under Section 438 of Cr.P.C. read with Section 482 of Cr.P.C. for grant of anticipatory bail to the petitioners in FIR No.128/2013 under Section 420 IPC registered at P.S. Vasant Vihar.

2. Learned counsel appearing for the petitioners has submitted that petitioner Rupinder Kaur is a housewife. She has been shown as one of the Directors of the company, namely, M/s Onkar Health Essentials Private Limited at the instance of her husband Sh. Onkar Singh. It is alleged that she has no participation in the business affairs of the aforesaid company and a false FIR has been registered at P.S. Vasant Vihar against the petitioners and her husband Sh. Onkar Singh on the complaint of one Sh. Narinder Chugh. It is submitted that petitioners have no role in the commission of alleged offence. It is further submitted that the husband of petitioner had suffered huge losses during the course of his business and in that connection he had taken a loan of `2 crores from the complainant. It is further submitted that to secure the said loan the complainant got executed a sale deed registered on 22.12.2011 from her husband in respect of Second Floor of property bearing No.C-3/1, Vasant Vihar, New Delhi. At the same time, by way of abundant caution and for ensuring further security, the complainant had executed a lease deed on 7.12.2011 in respect of the aforesaid property in favour of M/s Onkar Health Essentials Private Limited wherein it is mentioned that the aforesaid property has been given on rent to the said company through Sh. Onkar Singh, the husband of petitioner on a monthly rental of `6,25,000/-. It is submitted that the aforesaid documents were executed between her husband and the complainant and she as well as her son i.e. petitioner Dev Karan Singh have no role in the same. It is submitted that the aforesaid documents were executed to secure the aforesaid loan amount taken by Sh. Onkar Singh from the complainant. It is further submitted that one more agreement to sell was executed on 8.12.2011 by the complainant in favour of M/s Onkar Health Essentials Private Limited whereby the complainant agreed to resell the property to the aforesaid company for a sale consideration of `5 crores wherein `5 lakhs had been given as earnest money by way of bank draft dated 2.12.2011. It is submitted that the complainant has already filed a Civil Suit i.e. CS(OS) No.865/2013 against M/s Onkar Health Essentials Private Limited in respect of aforesaid property seeking possession of the said property besides recovery of damages and arrears of rent. It is submitted that all the alleged documents on which complainant is relying have been executed by her

husband Sh. Onkar Singh and the petitioners have no role in the same and have been falsely implicated in the present FIR as such appropriate direction be issued to the concerned SHO that in the event of their arrest, the petitioners be released on bail.

3. On the other hand, learned APP as well as learned senior counsel appearing for the complainant, Sh. Vikas Pahwa have opposed the bail application.

4. It is submitted that the allegations against the present petitioners are serious in nature. It is submitted that there is a clear dishonest intention on the part of the petitioners which originates with the execution of sale deed dated 22.7.2010 whereby the petitioner Rupinder Kaur and her husband Onkar Singh has sold the property in question to M/s Onkar Health Essentials Private Limited i.e. their own company wherein their own son i.e. the petitioner Dev Karan Singh has signed the sale deed on behalf of the company. It is submitted that the property in question i.e. C-3/1, Second Floor, Vasant Vihar, New Delhi was originally purchased by petitioner Rupinder Kaur and her husband Onkar Singh on 17.11.2006 from M/s Khurana Developers. On 11.9.2007, M/s Onkar Health Essentials Private Limited was incorporated. It is submitted that from 13.11.2007 to 29.9.2008 petitioner Rupinder Kaur and her husband, Sh. Onkar Singh had taken loan from ICICI Bank of more than `3 crores by executing six agreements and by way of deposit of title deeds of the aforesaid property. Thereafter, on 22.7.2010 the petitioner - Rupinder Kaur and her husband Onkar Singh sold the property in question to M/s Onkar Health Essentials Private Limited i.e. their own company for `55 lakhs wherein their son i.e. petitioner Dev Karan Singh had signed the sale deed on behalf of the company. It is submitted that when the property in question was mortgaged with the Bank, they had no right to sell the same to their own company. It is further submitted that the same has been done with mala fide intention for the purposes of creating fake title documents in favour of their company so that the property can be sold further and the other person could not come to know that it has been mortgaged with the Bank. It is further submitted that on 27.11.2011, M/s Onkar Health Essentials Private Limited passed the Board Resolution to sell the property and the said resolution has been signed by the petitioner Dev Karan Singh. It is further submitted that on 7.12.2011 the complainant had purchased the aforesaid

property from M/s Onkar Health Essentials Private Limited for a consideration of `2 crores and it has been concealed from the complainant that the said property has already been mortgaged with the Bank.

5. The allegations against the petitioners are serious. The petitioner Rupinder Kaur and her husband after deposit of title deeds of the aforesaid property had obtained loan of about `3 crores from ICICI Bank from 13.11.2007 to 29.9.2008. Further, the property in question was originally in the name of petitioner Rupinder Kaur and her husband and after the deposit of title deeds of said property they had availed the loan from the Bank. Further the loan amount was not returned back to the bank. During the subsistence of mortgage with the bank, one more sale deed dated 22.7.2010 has been executed whereby the property in question has been sold by petitioner Rupinder Kaur and her husband Onkar Singh in favour of aforesaid company and the sale deed has been signed on behalf of the company by their son i.e. petitioner Dev Karan Singh.

6. As per allegations the aforesaid deed dated 22.7.2010 was given to the complainant showing that M/s Onkar Health Services Private Limited is the owner. There are prima facie allegations that the factum of mortgage of property in question with Bank has been concealed from the complainant. There are prima facie allegations that sale deed dated 22.7.2010 has been executed for the purpose of creating false title deed in favour of the petitioner Dev Karan Singh so that property can be sold further. The demand notice by ICICI Bank under Section 13(2) of Securitization Act for the outstanding loan amount has already been issued to petitioner Rupinder Kaur and her husband on 27.8.2011 and on 24.9.2011 demand notice was also published in the newspaper. On 11.11.2011, intimation notice was also sent to the petitioner Rupinder Kaur as well as her husband for taking possession of the property. As per allegations, all these facts have been concealed from the complainant and the property has been sold in a fraudulent manner with dishonest intention to the complainant. The investigation is at initial stages. Considering the gravity of offence, the present is not a fit case for the grant of anticipatory bail to both the petitioners. Both the applications are hereby dismissed. VEENA BIRBAL, J SEPTEMBER 17 2013 kks