



2026:DHC:7480



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% *Date of Decision: 03.09.2026*# **CNR No. DLHC010121812026**+ **BAIL APPLN. 1220/2026****YAGYA DUTT SHARMA**

.....Petitioner

Through: Ms. Monika Arora and Mr.
Subhrodeep Saha and Ms. Anamika
Thakur, Advocates

versus

THE STATE OF NCT OF DELHI

.....Respondent

Through: Mr. Amit Ahlawat, APP for State
with SI Rahul Lamba
Mr. Anil Kumar, Advocate for
complainant *de facto* with
complainant *de facto* in person# **CNR No. DLHC010122262026**+ **BAIL APPLN. 1221/2026****SHWETA SHARMA**

.....Petitioner

Through: Ms. Monika Arora and Mr.
Subhrodeep Saha and Ms. Anamika
Thakur, Advocates

versus

THE STATE OF NCT OF DELHI

.....Respondent

Through: Mr. Amit Ahlawat, APP for State
with SI Rahul Lamba*BAIL APPLNs.1220/2026 & 1221/2026**Page 1 of 6 pages*

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deed; that the parties also executed MoU dated 04.07.2017, contemplating that the loan would be repaid within five years, after which, the present accused/applicants would return the subject flat to her; that she had repaid Rs. 13,77,000/- to the present accused/applicants, but they violated the MoU and sold away the subject flat to two other persons. Subsequently, in the year 2022, the complainant *de facto* also filed a civil suit for specific performance of contract. In the said suit, the present accused/applicants filed written statement, relying upon two MoUs, dated 04.07.2017 and 16.09.2020. According to the accused/applicants in their written statement, there were two MoUs dated 04.07.2017 and one MoU dated 16.09.2020 and they filed photocopies of those MoUs before the civil court, pleading specifically that the original MoUs are in possession of the complainant *de facto*. According to prosecution, this amounts to the offence of cheating.

4. Against the above backdrop, it is argued on behalf of the accused/applicants that what is a plain and simple case of civil liability, has been given colour of criminality and no offence of cheating is made out. It is submitted that the issue of civil liability and validity of sale executed by the accused/applicants in favour of those two strangers is already pending before the civil court of competent jurisdiction, so there is no need to deprive the accused/applicants of their liberty.

5. Learned APP for State opposes these anticipatory bail applications on

BAIL APPLNs.1220/2026 & 1221/2026

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original was admittedly with the complainant *de facto*, so it does not appear plausible that the second MoU dated 04.07.2017 and the third MoU dated 16.09.2020 in originals would not be retained by the complainant *de facto*. In the civil suit, the photocopies of those two MoUs were filed by the accused/applicants pleading specifically that originals are with the complainant *de facto*. Secondly, if the complainant *de facto* wanted to reclaim the subject flat, as per natural human conduct, original MoUs would be retained by her only. Where the complainant *de facto* retains the original documents, requirement expressed by the IO to carry out custodial interrogation does not appear to be a sound requirement to the extent of depriving the accused persons' liberty.

9. Admittedly, the transfer of the subject flat from the complainant *de facto* to the accused/applicants was by way of registered sale deed. There is no mortgage deed. The complainant *de facto* wants to nullify a registered instrument (Sale Deed) with an unregistered document (MoU). I am of the *prima facie* view that the dispute between the complainant *de facto* and the accused/applicants is only a civil dispute, for which denial of liberty to the accused/applicants would not be sustainable in the eyes of law. As mentioned above, the civil suit has already been filed and law shall take its course. However, I must also add a cautious rider that the above observations have been recorded for limited purposes of dealing with the rival arguments on grant of the anticipatory bail. The learned trial court, at



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the final stage, shall take independent view on the basis of evidence adduced by both sides.

10. Therefore, both these applications are allowed and it is directed that in the event of their arrest, the accused/applicants shall be released on bail, subject to each of them furnishing a personal bond in the sum of Rs.50,000/- with one surety each in the like amount to the satisfaction of the IO/SHO concerned.

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**GIRISH KATHPALIA
(JUDGE)**

SEPTEMBER 03, 2026/as