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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **BAIL APPLN. 242/2022**

BHARTI SAHANI

..... Petitioner

Through: Mr. Sunil Dalal, Senior Advocate with
Mr. Rahul Dabas, Ms. Manisha
Saroaha, Ms. Pratibha Varun, Mr.
Gunraj Bakshi and Ms. Payal,
Advocates.

versus

STATE (GOVT. OF NCT OF DELHI)

..... Respondent

Through: Mr. Laksh Khanna, APP for State with
SI Aadi Gaur from PS EOW.

CORAM:

HON'BLE MR. JUSTICE ANOOP KUMAR MENDIRATTA

ORDER

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23.08.2022

1. Petition has been preferred on behalf of the petitioner under Section 438 Cr.P.C. seeking anticipatory bail in FIR No. 294/2019, under Sections 406/420/120B IPC registered at Police Station: EOW.
2. In brief, as per the case of the prosecution, the present FIR was registered on the complaint of Sh. Harpreet Singh while 22 others subsequently joined as complainants, wherein they alleged that petitioner induced them to invest in the kitty committees. It is further alleged that the petitioner alongwith her husband Praveen Sahni and her sons Jitesh Sahni and Anurag Sahni collected instalments from various committee members but subsequently defaulted in making payments. About Rs.2 crores is alleged to have been collected by the petitioner after inducing with the assurance of higher returns.

3. It is further the case of the prosecution that during the course of investigation, the petitioner claimed to have returned substantial amount of due amount to the complainants which stands disputed.

4. Learned counsel for the petitioner submits that no offence for cheating is disclosed and reliance is placed upon *Vesa Holdings Pvt. Ltd. & Anr. Vs. State of Kerala, (2015) 8 SCC 293*, to contend that every breach of contract would not give rise to the offence of cheating and only in those cases breach of contract would amount to cheating where there was any deception played at the very inception. It is further submitted that the petitioner is a lady and the case has not been investigated properly by the Investigating Officer as there is discrepancy of the amount due to be paid by the petitioner and the same requires reconciliation. Reference is also made to orders passed by this Court in *Kusum Lata vs. State of NCT of Delhi, Bail Application No. 3641/2021* decided on 23.03.2022. Reference is also made to Para 5 and 6 of status report whereby it is pointed out that complainants knew petitioner for 15-20 years and had been investing in Kitty Committees for many years and had received payment on many occasions.

5. On the other hand, the application has been vehemently opposed by learned APP for the State alongwith Mr. Manmeet Singh Maini, Advocate representing the complainants. It is urged by learned APP for the State that multiple victims stand duped of their hard earned money by the petitioner in an organised manner. It is also urged that another FIR No.5/2019, under section 506/509 IPC stands registered against the petitioner for threatening one of the complainants, though the same is disputed by learned counsel for the petitioner.

Learned counsel for the complainants also submits that deception is

manifest since several complainants were duped of their investments by wrongly assuring them of higher returns.

6. I have given considered thought to the contentions raised.

At the outset, it may be observed that the complainants/victims appear to have been induced by the petitioner to invest their hard earned money in the Kitty Committees with the assurance of higher returns. However, the assured amount was not returned, in a deliberate/organized manner with due preparation and operation for the entire exercise. The motive to deceive on the part of the petitioner is clear as the said high returns were not manageable and no explanation has come forward for misappropriating the amount to the tune of Rs.2 crores. Mere fact that petitioner was known to complainants from 15-20 years and had made some returns on earlier occasions does not absolve the petitioner of her conduct.

Perhaps, it may send in a wrong message in case the anticipatory bail is granted on the ground that an interim protection had been extended by this Court at the initial stages, when the applicant is otherwise disentitled to anticipatory bail on merits. The mere enjoyment of the interim benefit granted by this Court does not in any manner lessen the allegations which need to be considered on merits. Also, mere fact that an interim protection has been granted to the petitioner on deposit of amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs) with the learned Trial Court, does not lead to an inference that the anticipatory bail is bound to be confirmed, since the deposit of amount simply enabled the petitioner to join the investigation and to explore the possibility of settlement, if any.

7. The Court is required to consider the nature of accusations, supporting evidence, reasonable apprehension of tampering with witnesses or

apprehension of threat to complainants and prima facie satisfaction in support of charge. The society expects the accountability from its members and any scam which effects large number of the members of the society needs to be disapproved and the legal consequences need to follow. The cases wherein the general public is duped and taken for a ride by sweet talks, as in the present case, calls for a serious view in the matter. The case is yet at the stage of investigation and custodial interrogation of the petitioner has been prayed by the prosecution for unearthing the complete scam.

Considering the gravity of allegations and complaint of threatening of witnesses as brought to notice by learned counsel for complainants, I do not find any grounds for grant of anticipatory bail.

Nothing stated herein shall tantamount to expression of opinion on the merits of the case.

ANOOP KUMAR MENDIRATTA, J.

AUGUST 23, 2022/akc