

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CRM-M No. 17707 of 2015 (O&M)

Date of decision: 25.08.2015

Kunal

...Petitioner

Versus

State of Haryana and another

...Respondents

CORAM: HON'BLE MR.JUSTICE JITENDRA CHAUHAN

Present: Mr. Sandeep Kotla, Advocate for the petitioner.

Mr. Yashwinder Singh, DAG, Haryana
assisted by SI Vijender Singh.

Mr. Deepender Singh, Advocate
for the complainant/respondent No.2.

Jitendra Chauhan, J. (Oral)

By filing the present petition under Section 438 of the Code of Criminal Procedure, the petitioner has prayed for anticipatory bail in case FIR No.102, dated 10.03.2015, registered under Sections 420, 406 and 120-B IPC, at Police Station Faridabad Old, District Faridabad.

It is contended that the petitioner has been falsely implicated in the present case. The petitioner had never entered into the alleged agreement to sell dated 17.12.2012, with the complainant nor he executed or signed any cash receipt. In fact, the complainant

has cheated the petitioner after fabricating the agreement to sell and the receipt thereof. A complaint in this regard had also been moved by the petitioner on 05.01.2015 (Annexure P-2) to the police. The dispute between the parties is purely of civil nature.

On the other hand, the learned State counsel as well as the learned counsel for the complainant, have asserted that there are specific allegations of fraud and cheating against the petitioner. The petitioner has cheated the complainant by entering into two agreements to sell with regard to the same property, one with the complainant to the extent of 52 square yards and other with Vikas Sharma for 158 sq. yards, on the same day i.e. 17.12.2012. Thereafter, the petitioner in connivance with said Vikas Sharma got the sale deed of entire plot executed in favour of Vikas Sharma. A part of the consideration of Rs. 5 lacs had already been paid by the complainant to the petitioner. Neither the said money was returned to the complainant nor the sale deed was executed in favour of the complainant.

Heard.

Perusal of the record would reveal that the petitioner being the general power of attorney of Smt. Chitra and Smt. Madhu, entered into an agreement to sell H.No. 5/127 to the extent of 52 square yards in favour of the complainant for a total consideration of Rs. 7,28,000/-. As per the agreement dated 17.12.2012, a sum of Rs.

5 lacs was paid at the time of agreement. However, the petitioner in connivance with one Vikas Sharma embezzled the entire amount of the complainant and did not execute the sale deed in favour of the complainant. Keeping in view the specific allegations and key role of the petitioner, no case for grant of pre-arrest bail at this stage is made out.

Dismissed.

25.08.2015

sumit.k

(JITENDRA CHAUHAN)
JUDGE