

CRM-M-19775 of 2015

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

**CRM-M-19775 of 2015
Date of decision:17.06.2015**

Ramesh ...Petitioner
Versus
State of Haryana ...Respondent

CORAM: Hon'ble Mr. Justice Rakesh Kumar Jain

Present: Mr. Amit Jaiswal, Advocate,
for the petitioner.

Rakesh Kumar Jain, J.

The petitioner has prayed for grant of pre-arrest bail under Section 438 of the Code of Criminal Procedure, 1973, in a case registered vide FIR No.175 dated 19.03.2015, under Sections 406, 420, 467, 468, and 471 of the IPC at Police Station Civil Lines, Karnal.

The FIR was got registered by one Hawa Singh alleging that a plot measuring 115 sq. yards was sold to him by the petitioner @ ₹10,000/- per sq. yard by way of an agreement dated 06.11.2012 and the complainant had given ₹2 lacs at that time, whereas he had to pay the remaining amount at the time of registration of the sale deed on 15.05.2013, but the petitioner did not get the sale deed registered on the ground that he was not owner of the land in question and he also refused to return the money taken by him.

On the last date of hearing, the case was adjourned in order to

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enable counsel for the petitioner to seek instructions to return the earnest money received from the complainant but he has sought to argue the case on merits alleging that the FIR has been registered after 1-½ years of the alleged occurrence nor the complainant had filed any suit for execution of the sale deed.

It is not disputed by counsel for the petitioner that the petitioner is only having an agreement to sell in his favour and there is no other document of title in his favour as the property in dispute originally belongs to one Jaibir Singh S/o Om Parkash. Thus, once the petitioner himself is not the owner as he only possess the agreement to sell, purported to have been executed by said Jaibir Singh in his favour, he could not have transferred the title in the property in dispute to the complainant and as the complainant has alleged that the petitioner flatly refused to execute the sale deed, he has to register the FIR against him. Moreover, the intentions of the petitioner are writ large as he did not choose to return the amount of earnest money received from the complainant despite an opportunity given by this Court on 15.06.2015, therefore, he is not entitled to discretionary relief of anticipatory bail.

Dismissed.

June 17, 2015
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(Rakesh Kumar Jain)
Judge