

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH.

CRM M-2433 of 2015

Date of Decision: February 18, 2015

Ravinderjit Singh

.....Petitioner

Vs.

State of Punjab

.....Respondent

CORAM: HON'BLE MR. JUSTICE M.M.S. BEDI.

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Present:- Mr.K.S. Dhaliwal, Advocate
for the petitioner.

Mr. C.S. Brar, DAG, Punjab.

Mr. Nakul Sharma, Advocate.

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M.M.S. BEDI, J. (ORAL)

Petitioner has received an amount of Rs.47.50 lacs from the complainant against an agreement of sale dated October 12, 2012 with a promise to execute the sale deed of 13 kanals of land mentioned in the agreement of sale.

A perusal of the police file indicates that during the course of investigation it has been found that the petitioner does not even own the land mentioned in the agreement of sale. He having duped the complainant of

sum of Rs.47.50 lacs, no extraordinary exceptional circumstances exist to grant the concession of pre-arrest bail to the petitioner.

In all fairness, it will not be out of place to consider the contentions of learned counsel for the petitioner who has stated that as a matter of fact a sum of Rs.15 lacs only as loan, had been taken by the petitioner.

Counsel for the petitioner submits that the petitioner admits to have received a sum of Rs.15 lacs as loan. He claims that a sum of Rs. 4 lacs had been returned to the complainant without a receipt.

Under the interim directions a bank draft of Rs.5 lacs has been handed over to the investigating officer. It is claimed that this being a case of civil liability, the petitioner should be granted the concession of pre-arrest bail.

I have considered the facts and circumstances of this case. Since the petitioner is not the actual owner of the property which is the subject matter of the agreement of sale, he has claimed that pursuant to some loan transaction the document of agreement of sale was executed. Since the complainant has been persuaded to part with money with a false promise to transfer the land and the petitioner has partly admitted his liability, without entering into the controversy whether it is case of only civil liability or a liability which is civil as well as criminal, I do not find this case a case constituting exceptional circumstances warranting grant of pre-arrest bail to the petitioner.

Petition is dismissed. Interim order is vacated. The bank draft of Rs.5 lacs handed over to the investigating officer would be returned to the petitioner by the investigating officer within a period of seven days. It will be open to the petitioner to approach this Court again in case the matter is compromised.

February 18, 2015
sanjay

(M.M.S.BEDI)
JUDGE