

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

**Crl.Misc.No.M-29811 of 2014**

**Date of decision : 27.7.2015**

Mahavir Singh Gujjar

....Petitioner

Versus

State of Haryana

...Respondent

CORAM : HON'BLE MR.JUSTICE MAHESH GROVER

....

Present : Mr.Satbir Gill, Advocate  
for the petitioner.

Mr. Anmol Malik, AAG, Haryana.

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**MAHESH GROVER, J.**

This is a petition under Section 438 Cr.P.C for release of the petitioner on bail in terms thereof in a case registered vide FIR No.159 dated 14.2.2014 under Sections 420, 406, 120-B IPC at Police Station City Sirsa, District Sirsa.

The allegations against the petitioner as also the other persons are of facilitating a fraudulent sale transaction of land by projecting a fictitious persons as owner. The complainant had to part with a sum of Rs.8 lakh in the process and has not been reimbursed this amount even though the whole transaction was fraudulent.

It was contended by the learned counsel for the

petitioner before this Court that the agreement was signed by witnesses Ram Singh and Jaswant Singh. Balwinder Singh and Ram Singh were the two persons who allegedly received the amount but refused to execute the sale deed. It was discovered by the complainant later on that Balwinder Singh is not the owner of the property. It was next contended by the petitioner that statement of one Jaswant Singh had been recorded which disclosed that out of Rs.8 lakh a sum of Rs.3.5 lakh was shared by Jaswant Singh and his father Balwinder Singh, the main accused. The petitioner himself is alleged to have retained Rs.4 lakh along with Ram Singh. It has been stated by the learned counsel for the respondent that a sum of Rs.3.5 lakh has been retained by the petitioner while Rs.50,000/- was retained by Ram Singh. It is the conceded case that the petitioner is a partner with Ram Singh and is working as a real estate agent. The allegations in the FIR reveal a categorical assurance given by the petitioner and Ram Singh that the deal is safe and they would be responsible to ensure a safe passage. Once such an assurance is seen in the backdrop of what transpired eventually i.e. a total fraud then the petitioner would clearly be disentitled to any benefit of pre-arrest bail.

During the course of proceedings and vide order dated 16.10.2014 the petitioner was given the option of seeking

instructions as to whether he is ready to discharge his liability of paying some amount. Despite a lapse of 9 months no such information has been given to this Court. Even today this Court had put to the petitioner as to whether he is willing to return the amount to the complainant to which the petitioner pleaded no instructions and prayed for some time, the grant of which would be totally unjustified considering the lapse of 9 months given to the petitioner since the passing of the order dated 16.10.2014.

The order dated 25.7.2014 passed in CRM-M-17783-2014 does not disclose any reason and the court thus does not find itself bound to such a precedent. Therefore, the same is of no consequence.

Petition dismissed.

27.7.2015

(MAHESH GROVER)  
JUDGE

dss