

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Date of decision : January 21, 2015

1. CRM-M No.30201 of 2014 (O&M)

Paramvir Bhalla vs State of Haryana

2. CRM-M No. 36862 of 2014 (O&M)

Ravi Gupta vs State of Haryana

CORAM : HON'BLE MR. JUSTICE AJAY TEWARI

Present : Mr. Sameer Sachdev & Mr. Naresh Jain, Advocates
for the petitioner in CRM-M No.30201 of 2014

Mr. VK Jindal, Sr. Advocate with
Mr. Akshay Jindal, Advocate
for the petitioner in CRM-M No.36862 of 2014

Mr. SP Singh, DAG Haryana

Ms. Harpreet Kaur Dhillon, Advocate
for the complainant.

1. **Whether Reporters of Local Newspapers may be allowed to see the judgment ?**
2. **To be referred to the Reporters or not ?**
3. **Whether the judgment should be reported in the Digest ?**

Ajay Tewari, J (Oral)

This order shall dispose of CRM-M Nos.30201 and 36862 of 2014, as both these petitions are for grant of anticipatory bail in the same FIR.

The petitioners seek grant of anticipatory bail in case FIR

No.299, dated 15.7.2014, registered under Sections 406/420 of the IPC, at

Police Station Sector 5, Panchkula.

The allegations were that the petitioner in CRM-M No.36862 of 2014, namely, Ravi Gupta (herein after referred to as 'petitioner No.1') entered into an agreement to sell property with the complainant and took ₹ 1.60 crore as advance. It later-on transpired that he had entered into this agreement to sell on the basis of an earlier agreement to sell in his favour by Paramvir Bhalla, petitioner in CRM-M No.30201 of 2014 (herein after referred to as 'petitioner No.2'). Thereafter, the complainant found out that in fact, instead of getting the property transferred in his name, the owner i.e the mother of petitioner No.2 had transferred the property in the name of her other son by way of gift deed dated 23.7.2013.

On a previous occasion, interim relief was given to the petitioners and they were asked to join the investigation. Today, counsel for the State of Haryana, on instructions from ASI Surinder Singh, states that though the petitioners have joined the investigation but they have not cooperated with the police.

Now during the course of arguments, counsel for petitioner No.1 has accepted the execution of the agreement to sell by his client but he has stated that the same was on the basis of the agreement executed in his favour by petitioner No.2. However, counsel for petitioner No.2 has denied that he had executed any agreement to sell.

The trial Court earlier granted interim anticipatory bail to the petitioners but ultimately rejected the bail applications by passing well reasoned speaking orders. In these circumstances, keeping in view the gravity of the offence, no ground is made out to grant anticipatory bail to

the petitioners. Consequently, these petitions are dismissed.

January 21, 2015

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**(AJAY TEWARI)
JUDGE**