

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

**CRM No. M-37728 of 2014
DECIDED ON: MAY 07, 2015**

RAM LAL

.....PETITIONER

VERSUS

STATE OF PUNJAB

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE JASPAL SINGH

Present: Mr. A.S. Cheema, Advocate
for the petitioner.

Mr. J.S. Sekhon, AAG, Punjab.

Mr. PKS Phoolka, Advocate
for the complainant.

JASPAL SINGH, J.(Oral)

Instant petition has been preferred under Section 439 Cr.P.C. seeking bail to the petitioner in case FIR No. 120 dated October 08, 2013 under Sections 420, 465, 467, 468 and 471 IPC registered at Police Station Nahianwal, District Bathinda.

2. Brief facts of the case are that petitioner entered into an agreement of sale dated August 13, 2012 with the complainant for selling his land measuring 34 kanals 18 marlas and received a sum of ₹40,00,000/- as earnest money. The date for execution and registration of sale deed was stipulated as on or before October 30, 2012 but on the date fixed petitioner did not appear before Joint Sub Registrar, Goniana for execution of sale

deed, though complainant remained present there along-with balance amount of sale consideration etc and also got his presence marked in the office of Sub Registrar, Goniana. Subsequently, it came to light that petitioner is not the owner of property subject matter of agreement of sale. Thus, he cheated and defrauded the complainant to the tune of ₹40,00,000/-. On the basis of afore-said allegations instant case was registered and investigation was put into motion.

3. The contention of learned counsel for the petitioner is that petitioner has been falsely implicated in the instant case. Moreover, dispute is purely of civil nature and complainant has already preferred a civil suit against petitioner, which is pending adjudication. Otherwise also, during pendency of petition for pre-arrest bail before learned Additional Sessions Judge, Bathinda, matter was compromised between the parties and a compromise deed dated December 20, 2013 was put into black and white. Not only this, even complainant has suffered a statement in trial court that he has compromised the matter, in pursuance of which, interim bail was granted to him. Subsequent thereto, petitioner in pursuance of compromise issued four cheques to complainant but intention of complainant became dishonest and he committed breach of terms and conditions of said compromise. He stated that cheques so received by him have since been torn out. The investigation in this case is complete and challan has already been presented. Petitioner is also cooling his heels behind bars since the date of his arrest i.e. August 19, 2014. He also undertakes that he shall abide by all terms and conditions as imposed by this Court in case he is granted the concession of bail.

3. Learned State counsel as well as learned counsel for complainant have strongly opposed the petition by asserting that petitioner has not only duped the complainant to the tune of ₹40,00,000/-, but also indulged in cheating with some other persons by entering into agreements of sale of land with them despite the fact that he was not owner of property subject matter of these agreements of sale. He duped the complainant to part with a sum of ₹40,00,000/- and failed to return earnest money to complainant. He was also fully aware that he was not the owner of property regarding which agreement of sale was executed by him with complainant. The conduct of the petitioner also reveals that he is a habitual cheater. Accordingly, they prayed for dismissal of instant petition.

4. This court has given an anxious thought to the various submissions made by learned counsel for the parties and have minutely perused the record available on file.

5. It is an undisputed fact that that petitioner executed an agreement of sale dated August 03, 2012 and received a sum of ₹40,00,000/- from the complainant as an earnest money of the total sale consideration. Subsequently, it came to light that he is not the owner of property subject matter to the above-referred agreement of sale. Complainant also came present in the office of Sub Registrar, Goniana on the date fixed for execution and registration of sale deed but petitioner did not turn up. Rather, he proclaimed that his intention was only to commit cheating and fraud with complainant and he succeeded in doing so. He has not only committed cheating and fraud with complainant but also with some other persons namely Harbhajan Singh, Sukhchain Singh and Jagsir Singh who also placed

on record agreements of sale entered into by petitioner with them. Thus, in the case in hand, if petitioner is released on bail, he is likely to commit such mischief and cheating with some other innocent persons also. Moreover, a huge amount of ₹40,00,000/- has been taken away by petitioner and out of which he has not returned even a single penny.

6. Taking into consideration the *modus operandi* of the petitioner as well as serious and grave nature of offence, this Court does not deem it a fit case to extend the concession of bail to him.

7. Dismissed.

MAY 07, 2015
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(JASPAL SINGH)
JUDGE