

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

**Crl. Misc. No.M- 41470 of 2015 (O&M)
Date of decision : 18.12.2015**

Bijender

.....Petitioner(s)

Versus

State of Haryana

...Respondent(s)

CORAM: HON'BLE MRS. JUSTICE ANITA CHAUDHRY

Present: Mr. Navneet Singh, Advocate
for the petitioner.

Mr. G.S. Salwara, DAG, Haryana.

ANITA CHAUDHRY, J.

Notice was sent to respondent no.2 who had failed to appear.

The petitioner is seeking anticipatory bail in FIR No.454 dated 01.10.2015, registered under Sections 406/420 IPC, Police Station Badshahpur, District Gurgaon.

Heard.

The allegations against the petitioner are that he entered into an agreement with the complainant with respect to 2 Kanal, 2 Marla of land but one month prior thereto he had already transferred a major chunk of the property in favour of his children

and he has only left with 7 Marlas of land.

Counsel for the petitioner contends that the agreement was only with respect to 7 Marla of land and the petitioner was not even aware that the agreement was in the name of wife of the complainant. The counsel urges that the petitioner had shown the document to the complainant at the time of execution of agreement.

The sale consideration was fixed at Rs.61.78 lacs out of which Rs.33 lacs is said to have been paid as cash, Rs.7 lacs vide a bank draft and the remaining sum of over Rs.21 lacs was to be paid at the time of execution of the sale deed. The sale agreement is for sale of 2 Kanal, 2 Marla of land. The complainant came to know that the petitioner had already released the remaining land in favour of his children. The complainant was not able to speak to the petitioner as he had switched off his mobile. The allegations are indeed grave. There was an intention to cheat from the very beginning. No case for anticipatory bail is made out.

The petition is dismissed.

18.12.2015

sunil

**(ANITA CHAUDHRY)
JUDGE**