

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

(201)

CRM-M-4664-2015

Decided on: September 01, 2015.

Raj Kumar

.... Petitioner

Versus

State of Punjab

..... Respondent

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

Present: Mr. Bhanu Pratap Singh, Advocate, for the petitioner.

Mr. Jashan Preet Singh, AAG, Punjab.

Mr. Kartik Gupta, Advocate, for the complainant.

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

Petitioner seeks concession of pre-arrest bail in a case registered at the instance of Kishan Lal alleging that the petitioner along with five other co-accused had entered into an agreement of sale with Sudhir Kumar son-in-law of the complainant on 13.11.2006 and received sum of Rs. 2 lacs as earnest money. Later on, he failed to comply with the terms of the agreement of sale and entered into another agreement of sale dated 04.08.2014 with some other persons to defeat the rights of the son-in-law of the complainant.

A civil suit appears to have been filed by son-in-law of the complainant for specific performance of agreement of sale dated 13.11.2006. Apparently, the petitioner has sold the property in dispute despite the agreement of sale with the complainant's son-in-law.

It appears debatable, at this stage, whether it is a case of mere breach of an agreement of sale resulting in civil liability or a case of cheating where the complainant's son-in-law has been persuaded to part with money with an intention to cheat him and not to sell the property.

Striking a balance between the rights of the complainant as well as the personal liberty of the petitioner and taking into consideration the offer of the petitioner to settle the controversy with the complainant by repaying reasonable amount to the complainant's son-in-law, it is ordered that the petitioner will be released on bail on his furnishing bail bonds/surety bonds to the satisfaction of the investigating officer subject to the following conditions:

- (1) The petitioner will join investigation as and when required.
- (2) The petitioner will not tamper with the evidence or hamper investigation in any manner.
- (3) The petitioner will pay a sum of Rs. 1 lac in the shape of bank draft in the name of Sudhir Kumar within a period of one month to the investigating officer, without prejudice to his rights to be determined in the civil suit. The said cheque will be handed over by the investigating officer to Sudhir Kumar or the complainant.
- (4) The petitioner will not leave India without the permission of the Court.

In case of violation of any of the conditions, it will be open to the complainant/investigating agency to seek the cancellation of the bail. The right of the complainant to seek enforcement of the legal rights accruing from the agreement of sale will not be prejudiced with the receipt of the above said amount.

(M.M.S. BEDI)
JUDGE

September 01, 2015

harsha