

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

**Crl. Misc. No. M-8129 of 2015  
Date of decision : 18.03.2015**

**Shailender Singh**

**..... Petitioner**

**versus**

**State of Haryana**

**... Respondent**

**CORAM:- HON'BLE MRS. JUSTICE ANITA CHAUDHRY**

**Present: Mr. A.S. Khara, Advocate  
for petitioner.**

**Mr. M.S. Chauahan, Advocate  
for the complainant.**

**Mr. S.S. Pannu, DAG Haryana.**

**ANITA CHAUDHRY, J.**

The petitioner is seeking regular bail in FIR No. 904 dated 20.11.2014 registered at Police Station Model Town, Panipat, under Sections 420, 467, 468, 471 and 506 IPC.

The complainant side has appeared.

I have heard both the sides and perused the paper book.

A dispute has arisen between the complainant and the petitioner relating to an agreement entered into between the parties regarding which earnest money had been paid. The complainant had referred to an agreement dated 30.08.2013 whereby a sum of Rs.15 lacs had been paid. The complainant alleged that the entire amount to purchase 1800 sq. yards had been paid but the petitioner was not the owner and the flour mill was not in his name and he had been duped. The complainant had mentioned that original agreement dated 13.05.2014 had been misplaced and he had lodged an FIR.

During the course of submissions the complainant side had

produced photo copy of agreement after a pass-over was granted. The petitioner had shown the original cheque said to have been given by the complainant for a sum of Rs.1.5 lacs for extension of time and the submission was that the complainant did not have the entire amount and was seeking extension.

The counsel for the petitioner had referred to Form-II submitted with the Registrar of Companies to show that the petitioner had a share in the flour mill.

Counsel for the complainant had stated that he was ready to get the sale-deed executed and had paid the whole amount, which fact is disputed by the other side.

Investigation stage is over and challan has been filed. The trial would take a long time. The parties have yet to initiate civil proceedings. An effort was made to get the compromise effected, but had failed. There are disputed issues which the parties will have to prove at the trial.

Without commenting on the merits of the case, the petition is allowed. The petitioner is ordered to be released on bail on his furnishing adequate bonds to the satisfaction of the trial Court/ Duty Magistrate concerned.

**March 18, 2015**  
**Jiten**

**(ANITA CHAUDHRY)**  
**JUDGE**