

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM No. M-13200 of 2016 (O&M)

Date of Decision: 04.05.2016

Jagtar Singh

...Petitioner

Versus

State of Haryana

... Respondent

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA

Present:- Mr. A.S.Brar, Advocate,
for the petitioner.

Mr. Amit Jhanji, Advocate,
for the complainant.

TEJINDER SINGH DHINDSA. J (ORAL)

The present petition has been filed under Section 438 Cr.P.C. praying for grant of anticipatory bail to the petitioner in case FIR No.72 dated 16.03.2016, under Sections 420, 406, 506, 120-B of Indian Penal Code, registered at Police Station Ambala City, District Ambala.

Briefly noticed, FIR came to be registered on the complaint of Subhash Chander Batra. Complainant asserted that he had entered into an agreement to sell dated 20.10.2015 with the petitioner as regards land measuring 82 kanals 3 marlas @ Rs.53,11,000/- per acre. Earnest money of Rs.30 lacs was stated to have been paid on two different dates i.e. 10.10.2015 and 02.11.2015 and for which receipts have been duly issued. The last date for registration of the sale deed was stipulated as 18.05.2016.

Accusations raised by the complainant are with regard to cheating, fraud, breach of trust and embezzlement of funds. Such allegations are founded on the basis that the petitioner had already entered into an agreement to sell pertaining to the same very land earlier in point of time with one Gurdhian Singh and such fact having not been disclosed.

Counsel for the petitioner has been heard at length.

During the course of hearing, the fact as regards agreement to sell dated 20.10.2015 having been entered into as also receiving Rs.30 lacs as advance has been admitted by counsel. On a specific query having been put, it has also been conceded that an agreement to sell had also been entered into by the petitioner with Gurdhian Singh earlier in point of time and which pertained to a certain portion of land which forms part of the agreement entered into with the complainant herein. Another factual aspect which has gone uncontroverted is that Gurdhian Singh had instituted a suit for specific performance and the competent Court had issued an order of status quo which was still in operation on the relevant date i.e. 20.10.2015 that is the date the agreement to sell had been entered into by the complainant with the present petitioner. Concededly, the agreement dated 20.10.2015 did not contain recital with regard to such factual position and neither such fact was brought to the notice of the complainant.

Prima facie, this Court finds that there was a clear intent to cheat on the part of the petitioner at the stage of receiving earnest money of Rs.30 lacs from the complainant while entering into

agreement to sell dated 20.10.2015. That apart in spite of a status quo order having been granted in respect of a certain parcel of land, the petitioner has proceeded further in the matter and attempted to alienate the same.

The conduct of the petitioner is such that this Court is not inclined to extend in his favour the concession of pre-arrest bail.

Petition dismissed.

04.05.2016

vandana

**(TEJINDER SINGH DHINDSA)
JUDGE**