

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

***CRM No.M-13331 of 2016 (O&M)
Date of Decision: 23.04.2016***

Jaspreet Singh

... Petitioner

Versus

State of Punjab

... Respondent

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

Present:- Mr. Rajvir Singh, Advocate for the petitioner.

Mr. D.S. Matya, Advocate for the complainant.

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TEJINDER SINGH DHINDSA, J.

The present petition has been filed under 438 Cr.P.C. seeking concession of anticipatory bail to the petitioner in case FIR No.9 dated 08.02.2016, under Sections 406/420 IPC, registered at Police Station Sadar Kathgarh, District SBS Nagar.

Counsel for the petitioner has been heard at length.

Briefly, it may be noticed that the FIR came to be registered on the complaint of Piyush Jain who stated that he had entered into an agreement to sell dated 20.02.2013 as regards 47 kanals of land and had paid earnest money to the tune of Rs.83 lacs. Complainant had asserted that such agreement to sell dated 20.02.2013 had been entered into on the strength of a previous agreement that the petitioner had claimed to have entered with the original owners i.e. Satnam Singh and Gurdial Singh.

Allegations in a nutshell are that the complainant subsequently came to know that accused/present petitioner, Jaspreet Singh had never entered into any agreement to sell pertaining to the land in question with the original owners and as such by setting up a forged and fabricated agreement induced the complainant to enter into the agreement to sell dated 20.02.2013 and thereby misappropriated Rs.83 lacs.

During the course of hearing today, the factum of agreement to sell dated 20.02.2013 with the complainant for land measuring 47 kanals is conceded. Counsel would, however, submit that Rs.63 lacs had been received as an earnest money and out of which Rs.13 lacs had been returned.

On specific query having been put to the counsel as to whether the petitioner/accused would still be willing to have the sale deed registered in favour of the complainant for land measuring 47 kanals or in the alternative to return the earnest money that had been received, the response has been evasive.

Perusal of the order dated 12.04.2016 passed by the learned Additional Sessions Judge, SBS Nagar declining the relief of anticipatory bail to the petitioner would also reveal that interim bail had been granted by the Court as the accused had shown an inclination to compromise the matter by either returning the entire earnest money amount received or by getting registration of the sale deed in favour of the complainant. In spite of more than one opportunity having been granted, the accused/petitioner herein did not do the needful.

From the facts noticed hereinabove, this Court is prima-facie of the view that the petitioner has neither intention to return the earnest money that he had admittedly received nor to get the sale deed registered in favour of the complainant.

Under such circumstances, this Court is not inclined to extend in favour of the petitioner the concession of pre-arrest bail.

Petition is dismissed.

23.04.2016

(TEJINDER SINGH DHINDSA)
JUDGE