

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Criminal Misc. No. M-16600 of 2016
Date of Decision: 09.08.2016

Bhushan Kumar

...Petitioner(s)

Versus

State of Punjab

...Respondent(s)

CORAM:- HON'BLE MR. JUSTICE HARI PAL VERMA

Present:- Mr. H.S. Mann, Advocate
for the petitioner.

Mr. Gurinderjit Singh, DAG, Punjab.

Mr. M.K. Singla, Advocate
for the complainant.

HARI PAL VERMA J.(Oral)

Prayer in the present petition filed under Section 438 of the Code of Criminal Procedure, 1973 is for grant of anticipatory bail to the petitioner in case FIR No.46 dated 30.4.2016 under Sections 420/120-B IPC registered at Police Station Moonak, District Sangrur.

The instant FIR has been registered on the statement of complainant Ram Partap Singh. As per the FIR, the land of the complainant Ram Partap Sharma is adjacent to the land of the petitioner and his co-accused. The complainant had given his land to some brick kiln owner for lifting the soil. However, the accused raised an objection to it and

therefore, a compromise was effected between the parties, as per which, the ownership of the certain land was agreed to be transferred to the complainant and the complainant was required to pay an amount of Rs.4,50,000/- to the accused. Accordingly, on 28.10.2015, the complainant paid an amount of Rs.4,00,000/- to the accused. However, after taking the aforesaid amount of Rs.4,00,000/-, the accused backed out from the compromise and therefore, the FIR in question was registered against them.

Learned counsel for the petitioner has argued that the allegations levelled against the petitioner are false and concocted and no direct allegation can be proved against the petitioner. He further submits that the parties are already in civil proceedings.

On the other hand, learned State counsel as well as learned counsel for the complainant submit that the complainant has paid an amount of Rs.4,00,000/- for purchasing the land of the petitioner and his father, which adjoins the land of the complainant. However, despite having taken the said amount, as per the compromise entered between the parties, the petitioner has resiled from the agreement. In this manner, the petitioner has cheated the complainant and therefore, the said amount of Rs.4,00,000/- is required to be recovered from him.

I have heard learned counsel for the parties.

The allegation against the petitioner is that he has taken Rs.4,00,000/- from the complainant and this amount is required to be recovered from the petitioner. The plea of the petitioner that the matter is civil in nature, cannot be accepted, as the complainant was made to believe that the petitioner shall transfer the ownership of his land and on this

pretext, he has received an amount of Rs.4,00,000/- from the complainant. However, after receipt of the aforesaid amount, he has backed out from the compromise entered between the parties.

Therefore, keeping in view the seriousness of the matter, particularly when huge amount is required to be recovered from the petitioner, he does not deserve the concession of anticipatory bail.

Accordingly, the present petition is dismissed.

It is made clear that expression made hereinabove shall not be construed as any opinion on the merits of the case.

August 09, 2016
AK

(HARI PAL VERMA)
JUDGE

Whether speaking / reasoned?

Yes / No

Whether reportable?

Yes / No