

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

CRM-M-27860 of 2016.
Decided on:-12.08.2016.

Netter Parkash.

.....Petitioner.

Versus

State of Punjab.

.....Respondent.

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

Present:- Mr. Ashutosh Gupta, Advocate
for the petitioner.

HARI PAL VERMA, J.

Petitioner Netter Parkash has filed the present petition seeking anticipatory bail in case FIR No.218 dated 11.7.2016 under Sections 406, 420 and 120-B IPC registered against him at Police Station Zirakpur, District SAS Nagar (Mohali).

The aforesaid FIR was got registered by complainant Indra Sharma widow of late Sita Ram Sharma, resident of House No.1068, Sector 29-B, Chandigarh. As per the FIR, the complainant, who is a widow and salaried employee in Haryana Government, was allured by accused Mange Ram and Shanker Rana to purchase a flat at Zirakpur on the pretext that the same is being sold at a reasonable price. Accordingly, the accused arranged

a meeting with another property dealer i.e. petitioner Netter Parkash and accused Amardeep Singh. Said Amardeep Singh was shown to be owner of the flat situated at Zirakpur, who offered the flat to the complainant. The cost of Flat No.181, AKS 1 Colony, Zirakpur was settled at Rs.35 lacs. The complainant paid an amount of Rs.15 lacs to accused Amardeep Singh through other accused, namely, Mange Ram, Shanker Rana and petitioner Netter Parkash.

At the time of receiving the amount of Rs.15 lacs, an agreement to sell was also executed and it was agreed that owner Amardeep Singh will execute the sale deed of the aforesaid plot on or before 15.10.2014, but the accused including the petitioner failed to execute the sale deed. However, when the complainant tried to contact the accused, they either did not pick up the phone calls of the complainant or at some times made an excuse that they would get the sale deed executed at the earliest.

On 27.4.2015, the accused contacted the complainant and gave an undertaking that accused Amardeep Singh will pay Rs.2.5 lacs i.e. Rs.1.5 lacs by 5.5.2015 and the balance thereafter. On 12.5.2015, accused Amardeep Singh contacted brother of the complainant and gave Rs.1 lac in cash and assured that balance of Rs.1.5 lacs would be paid upto 30.5.2015 whereas the remaining amount would be paid in one instalment or in lump-sum on or before 20.7.2015. This was given in writing by accused Amardeep Singh. It was made clear that in case Amardeep Singh cannot pay the amount within time stated above, the complainant would be at liberty to do anything against him. However, accused Amardeep Singh did not honour

his commitment. On 18.8.2015, he had given a cheque dated 30.8.2015 for Rs.4 lacs with an assurance that it will be encashed, but the cheque when presented in the bank was bounced on account of insufficient funds. In this manner, the complainant has been duped and defrauded by the accused including the petitioner of a huge amount of Rs.15 lacs.

Learned counsel for the petitioner has argued that the petitioner is a marginal witness to the agreement to sell, but the trial Court has distorted the facts and contents narrated in the FIR. No direct allegation has been levelled against the petitioner. As per the prosecution story, the complainant had executed an agreement to sell with other accused for purchasing the property in question and accordingly, she paid Rs.15 lacs to accused Amardeep Singh. Thus, the petitioner is innocent and is not an accused in any manner.

I have heard learned counsel for the petitioner.

There is no dispute that Rs.15 lacs were received by accused Amardeep Singh, but the said amount was received by him through petitioner Netter Parkash and other co-accused. The petitioner is a signatory to the agreement to sell. The plea that he is only a marginal witness is required to be dealt with during the course of trial. All the accused in criminal conspiracy with each other have defrauded the complainant. No such flat was in existence for which the agreement to sell was executed. There is no document on record which may establish the ownership of accused Amardeep Singh or some duplex flat which he intended to sell to the complainant.

Considering the nature of offence and the fact that the petitioner is a signatory to the agreement to sell, no case for anticipatory bail is made out. Therefore, this Court does not find any merit in the present petition and the same is, accordingly, dismissed.

August 12, 2016
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned : Yes / No

Whether reportable : Yes / No