

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

***CRM No.M-305 of 2016 (O&M)
Date of decision:27.01.2016***

Shashi Kant

... Petitioner

Vs.

State of Haryana

... Respondent

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

Present: Mr. R.S. Kundu, Advocate for the petitioner.
Mr. Vivek Saini, DAG, Haryana.
Mr. Rahul Garg, Advocate for the complainant.

.....

TEJINDER SINGH DHINDSA, J.

Petitioner seeks the concession of pre-arrest bail in case FIR No.122 dated 18.11.2015, under Sections 406/420/120-B IPC registered at Police Station Sector-19, Panchkula.

Counsel for the parties have been heard.

The allegations against the present petitioner are with regard to having entered into an agreement to sell of first floor of E.W.S. tenements in Sector-19, Panchkula.

Counsel appearing for the petitioner/accused does not dispute the agreement that was entered into.

Apparently, the property was encumbered inasmuch as a loan of Rs.26 lacs had been taken on the property in question and which fact was not brought to the notice of the complainant. Copy of the agreement to sell which concededly was entered into between the parties has been referred to during the course of arguments. There is no recital in the agreement as regards a loan having been availed of.

Conduct of the petitioner does not entitle him to the concession

of anticipatory bail.

Petition stands dismissed.

At this stage, counsel appearing for the petitioner places reliance upon an order passed by this Court in **Bal Krishna Garodia vs. State of Haryana reported as 2011 (3) RCR (Criminal)189**. Suffice it to observe that the facts of the present case are clearly distinguishable.

27.01.2016

harjeet

**(TEJINDER SINGH DHINDSA)
JUDGE**