

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CRM No. M-42020 of 2015 (O&M)

Date of Decision: 28.01.2016

Parveen @ Kalu

--Petitioner

Versus

State of Haryana

--Respondent

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

Present:- Mr. Bikram Chaudhary, Advocate for the petitioner.

Mr. Rajiv Doon, A.A.G., Haryana.

Mr. Bijender Sharma, Advocate for the complainant.

TEJINDER SINGH DHINDSA.J

Petitioner seeks the benefit of regular bail in case F.I.R. No.478 dated 26.9.2014 under sections 420, 406, 467, 468, 471, 406, 120-B, 34 I.P.C (section 201 I.P.C was added later on), registered at Police Station, Sarai Khawaja, District Faridabad.

Learned counsel for the parties have been heard.

F.I.R in question was registered on the statement of C.P. Singh against three accused i.e. the present petitioner Parveen Kumar, Bundu Khan and Om Parkash. Allegations in a nutshell are that the present petitioner had portrayed himself to be the owner in possession of a plot admeasuring 140 sq. yards and an agreement to sell dated 12.1.2013 was entered into between Parveen Kumar, present petitioner and Bhawna daughter of C.P. Singh for a total sale consideration of Rs.24,15,000/-. Further allegations are that the present petitioner had made the complainant to believe that he had purchased such plot from Om Parkash. A sum of Rs.3,50,000/- in cash and Rs.1,50,000/- through cheque was delivered to Bundu Khan, who is stated to be a property dealer. Thereafter, an amount

of Rs.7,15,000/- was paid through R.T.G.S on 27.1.2013 in the account of Bundu Khan in State Bank of India and likewise an amount of Rs.9,10,000/- was also transferred by the mode of R.T.G.S on 28.1.2013 again in the account of Bundu Khan. A sum of Rs.76,000/- was also extracted from the complainant on the pretext to purchase stamp papers etc. In all, complainant is stated to have paid a sum of Rs.22,0,1000/- to the accused Bundu Khan and the present petitioner. The sale deed having not been registered, a Panchayat was convened and in which co-accused Bundu Khan had issued two cheques for amount of Rs.7,15,000/- and 9,10,000/- dated 27.1.2014 and 20.1.2014 drawn on Union Bank of India and which were found to be forged and fake. The Panchayat, thereafter, having again been convened, two cheques were issued by Bundu Khan again of amounts of Rs.7,15,000/- and 9,10,000/- as also a cheque of Rs.1,50,000/- by the present petitioner drawn on Central Bank of India and which upon presentation have been dishonored.

It is against such allegations that the F.I.R came to be registered.

Counsel for the petitioner would submit that bulk of the amount has been paid in the account of Bundu Khan. Further it has been argued that there was no intent to cheat inasmuch as in the agreement dated 12.1.2013 entered into with Bhavna i.e. daughter of the complainant there was a clear recital that the petitioner had entered into an oral agreement with Om Parkash owner of the plot in question as regards purchase in favour of the petitioner.

During the course of arguments today, the present petition has been opposed by learned counsel appearing for the complainant by stating

that the intent to cheat and to play a fraud was present at the very threshold as Om Parkash was never the owner of the plot in question.

Learned State counsel, who is on instructions from ASI Rakesh Kumar has read out the statement of Om Parkash recorded under section 161 Cr.P.C, wherein he has clearly stated that he never sold the plot in question to Parveen Kumar, present petitioner and neither he was ever known to him.

Prima facie, this Court is of the view that the complainant has been taken for a ride by the petitioner. There are serious allegations of cheating and misappropriation of money as also of forging of documents including cheques.

Under such circumstances, this Court is not inclined to extend the benefit of bail in favour of the petitioner, at this stage.

Petition, accordingly, is dismissed.

(TEJINDER SINGH DHINDSA)
JUDGE

28.01.2016
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