

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

**CRM-M No. 5894 of 2016 (O&M)
Date of Decision: 03.03.2016**

Keshav Chander

..... Petitioner

Versus

State of Punjab and another

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Ajay Pal Singh, Advocate
for the petitioner.

JASWANT SINGH, J.

CRM Nos. 7122-7123 of 2016

Present applications are for placing on record the copy of agreement to sell dated 22.12.2014 (**Annexure P-10**) and copy of judgment and decree dated 02.09.2014, passed by learned ACJ (SD), Rupnagar (**Annexure P-11**).

For the reasons stated in the applications, the same are allowed and typed copies of documents as **Annexures P-10 and P-11** are taken on record.

MAIN CASE

This is second petition seeking anticipatory bail under Section 438 Cr.P.C. moved by accused/petitioner-Keshav Chander in case FIR No. 118, dated 16.07.2015, for the offence punishable under Section 420, Indian Penal Code, registered at Police Station Morinda, District Roop Nagar (Ropar), on the alleged ground of a compromise allegedly arrived at between the petitioner and complainant-Gurwinder Singh @ Gurbinder Singh (respondent No. 2

herein), after the earlier anticipatory bail application, which was declined on merits vide order dated 11.08.2015 (**Annexure P-1**).

Allegations against the petitioner/accused are that by concealing the previous agreement to sell dated 30.08.2008 qua the land in question executed in favour of one Rajinder Singh, he has executed a subsequent agreement to sell dated 22.12.2014 (**Annexure P-10**) and received a sum of Rs. 4,40,000/- as earnest money with/from the present complainant-Gurwinder Singh @ Gurbinder Singh.

Learned counsel for the petitioner has been heard.

It is not in dispute that the said Rajinder Singh had filed a suit for specific performance based on the earlier agreement to sell dated 30.08.2008 and was granted a decree in *toto* on 02.09.2014 (**Annexure P-11**). It is also not in dispute that vide the said decree, petitioner-Keshav Chander was restrained from alienating, transferring, selling etc. the land in question except to plaintiff-Rajinder Singh.

Despite such a restraint order, the petitioner/accused executed an agreement to sell dated 22.12.2014 by misrepresenting that the land is free from all legal encumbrances and there is no previous agreement qua its sale with anybody. In this way, the complainant-Gurwinder Singh stood cheated.

It is also not in dispute that the petition under Section 482 Cr.P.C. filed by the present petitioner seeking quashing the aforesaid FIR on the basis of compromise also stands dismissed on 19.01.2016 (**Annexure P-8**), as the stand of the complainant was that no compromise had been effected.

In view of the above, there is no ground to grant the concession of anticipatory bail to the petitioner-accused.

Accordingly, the present petition stands dismissed.

March 03, 2016

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I attest to the accuracy and
authenticity of this document

(JASWANT SINGH)
JUDGE