

**201 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

1. CRM-M No.16318 of 2016 (O&M)
Date of Decision: 24.03.2017

Ripika Kumar @ Ripika Bedi

..... Petitioner

Versus

State of Haryana

..... Respondent

2. CRM-M No.18411 of 2016 (O&M)

Amandeep Singh Bedi

..... Petitioner

Versus

State of Haryana

..... Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Manish Soni, Advocate
for the petitioner(s).

Mr. Manish Bansal, DAG, Haryana
for the respondent-State.

Mr. Sarju Puri, Advocate
for the complainant.

DEEPAK SIBAL J. (ORAL)

This order shall dispose of two petitions being *CRM-M No.16318 of 2016 - Ripika Kumar @ Ripika Bedi Vs. State of Haryana* and *CRM-M No.18411 of 2016 - Amandeep Singh Bedi Vs. State of Haryana*.

Through the present petition(s) filed under Section 438 Cr.P.C., the petitioners seek grant of anticipatory bail, in FIR No.40, dated 18.02.2015, registered under Sections 420, 120-B IPC, at Police

Station Susant Lok, District Gurgaon.

The case of the prosecution is that the petitioners, in conspiracy with each other had entered into an agreement to sell with the complainant in respect of a house in Gurgaon for a total sale consideration of Rs.2,35,00,000/-. They had received an amount of Rs.1,32,000,00/- from the complainant on different occasions and had also extended the date of execution and the registration of the sale deed but instead of executing the sale deed in favour of the complainant, the petitioners had executed the sale deed in respect of the aforesaid house in favour of one Sunil Khandewal of Rs.3,00,69,000/- on 17.10.2014 and in this way cheated the complainant. Even after the above transfer of the property in favour of Sunil Khandewal, the petitioner received an amount of Rs.2,75,00,000/- from the complainant on 27.10.2014 and had extended the time up to 01.12.2014. They had then received an amount of Rs.4,50,000/- and again extended the execution of the sale deed up to 15.12.2012. This was despite the fact the the house in question had already been sold to Sunil Khandewal on 17.10.2014.

The above allegations clearly do not entitle the petitioners for being granted the concession of anticipatory bail. Even otherwise on March 03, 2017, learned Senior counsel appearing on behalf of the petitioners had submitted that two petitions filed by each of the petitioners seeking anticipatory bail involving similar issues had already been argued before A. B. Chaudhari, J. in which orders have been reserved. On this ground, adjournment was sought and got.

The above referred petitions being **CRM-M No.35563 of 2016** and **CRM-M No.37263 of 2016** have been dismissed on March 10,

2017 by A. B. Chaudhari J. by holding as under:-

“I have heard Ld. Counsel for the rival parties at length. It is not in dispute, according to the petitioners also that for the subject property, an amount of Rs.50 lacs was received by the petitioners towards earnest money pursuant to the agreement dated 21.09.2012. It is also not in dispute that they had issued a cheque in the sum of Rs.1.25 crores which was never realized and was dishonored. It is also clear from the record that the petitioners had by registered agreement received an amount of Rs.1 crore on 09.05.2012 under that agreement from one Sarve Kriti Sharma and Rs.32 lacs on 26.08.2013 from said Sarve Kriti Sharma. Thus on the date, the petitioners received an amount of Rs.50 lacs i.e. on 21.09.2012, they had already received under the registered agreement an amount of Rs.1 crore from Sarve Kriti Sharma. This clearly shows the strong element of mens rea with the petitioners in cheating and conspiring to dupe the complainant. Not only that thereafter they entered into registered agreement in respect of the subject plot on 05.06.2013 and received an amount of Rs.60 lacs from Ravinder Singh Sehgal and an amount of Rs.1.30 crores from BDR Buildtech on 06.01.2014 under registered agreements and finally they sold by registered sale deed, as aforesaid to Sunil Khandelwal for the price of Rs.3 crores 69 thousand. It is, thus, clear that the petitioners have taken everybody for granted and indulged into the cheating the gullible investors. In result, I find that the petitioners do not deserve the relief of grant of anticipatory bail. Hence, I make the following order:-

O R D E R

- i) CRM-M-35563-2016 & CRM-M-37263-2016 are dismissed.*
- ii) Interim orders are vacated.*

It is not disputed that similar issues arise in the present petition and that being so, the present petitions also deserve to be dismissed.

Dismissed.

Nothing observed herein-above shall be considered to be an expression of opinion by this Court on the merits of the case.

(DEEPAK SIBAL)
JUDGE

March 24, 2017

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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No