

In the High Court of Punjab and Haryana at Chandigarh

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Criminal Misc. No.M-26645 of 2017

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Date of decision:28.9.2017

Ravi Kumar Sehdev

...Petitioner

v.

State of Punjab

...Respondent

....

Coram: Hon'ble Mr. Justice Inderjit Singh

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Present: Mr. Veneet Sharma, Advocate for the petitioner.

Mr. Kuldeep Singh, Senior Deputy Advocate General, Punjab
for the respondent-State.

Mr. Bikramjit Arora, Advocate for the complainant.

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Inderjit Singh, J.

This petition has been filed under Section 438 Cr.P.C. for the grant of anticipatory bail in case FIR No.149 dated 15.6.2017 registered for the offences under Sections 420, 467, 468 and 471 IPC at Police Station Sadar, Amritsar City, District Amritsar.

Notice of motion has been issued in this case.

Mr. Kuldeep Singh, learned Senior Deputy Advocate General, Punjab has put in appearance on behalf of the respondent-State and Mr. Bikramjit Arora, learned Advocate has appeared for the complainant and contested this petition.

I have heard learned counsel for the parties as well as learned State counsel and have gone through the record.

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From the record, I find that as per the allegations the petitioner entered into an agreement to sell with the complainant whereas his wife was owner of the property.

Learned counsel for the complainant argued that the petitioner was fully knowing that he is not owner of the property and entered into the agreement and also received ₹12 Las as earnest money. Neither the sale deed was executed nor the money was refunded.

Learned counsel for the petitioner admitted the agreement as well as not contesting the fact that the wife of the petitioner was the owner, but he relied upon an agreement to cancel his agreement to which he has stated that he had returned ₹12 Lacs. The learned counsel for the complainant contested this agreement also by stating that it is also a forged document.

Keeping in view the facts and circumstances of the present case and the fact that the learned counsel for the complainant has also stated that after this agreement, the petitioner has also entered into an agreement with some other person and also cheated him, therefore, without discussing the facts in minute detail and without expressing any opinion on the merits of the case, I do not find it a fit case where the petitioner is entitled to the benefit of anticipatory bail.

Therefore, finding no merit in this petition, the same is dismissed.

September 28 2017.

(Inderjit Singh)
Judge

hsp

NOTE:	Whether speaking/reasoned:	Yes
	Whether reportable:	No