

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

CRM M-35257 of 2016 (O&M))

Date of Decision: 01.02.2017.

Harpal Singh and others

... Petitioners

Versus

State of Punjab and another

... Respondents

CORAM : Hon'ble Mr. Justice Jitendra Chauhan

Present : Dr. Anmol Rattan Sidhu, Sr. Advocate with
Mr. Nandan Jindal, Advocate,
for the petitioners.

Ms. Harsimrat Rai, DAG, Punjab
assisted by ASI Gursewak Singh.

Complainant Gurpreet in person.

JITENDRA CHAUHAN.J.(ORAL)

The present petition has been filed under Section 438
the Cr.P.C seeking anticipatory bail in case FIR No. 37 dated
21.05.2016, registered under Sections 420, 447, 467, 468, 471 and 120-
B IPC at Police Station Rureke Kalan, Barnala.

Learned Senior counsel contends that dispute is inter-
se the complainant, Gurpreet and accused Anil Bharti who allegedly
had secured a loan of Rs.5 lakh from the complainant. The petitioner
No.1 Harpal Singh is guarantor whereas, petitioner No.2 is a witness to
the said deal. He further states that the complainant has been changing
the stance as earlier the allegations have been raised against the
petitioners that the petitioners allegedly snatched away certain

documents from him. On this score, the petitioners were admitted to bail by order Annexure P-7. In fact, the entire payment stands made to the complainant. The complainant who is press reporter has misused his position.

Whereas, the complainant states that he has been cheated by the petitioners. He informs that an agreement was reached between the parties. As per the agreement, accused Harpal Singh was to transfer one shop in his name. However, on inquiry, it surfaced that petitioner Harpal Singh was owner only to the extent of half share and the shop was not in his possession.

On the other hand, the learned State counsel opposes the bail application.

Heard.

During inquiry, the petitioner allegedly projected that he had made the entire payment of the loan amount to the complainant. In support of that, the receipts were also brought on record. However, as per the investigation, the receipts on the basis of which allegedly the amount was asserted to be repaid were found to be forged. As per record, the complainant has paid total amount of Rs.16 lakh towards the sale of the shop. Till date, neither the ownership of the shop has been transferred in the name of the complainant nor the amount of Rs.6,67,000/- as per the compromise as against the amount of Rs.16 lakh, undertaken to be paid has been refunded to the complainant.

Thus, the complainant has not honoured the compromise also.
Therefore, no case for grant of concession of anticipatory bail is made out. Consequently, the petition is dismissed.

Anything said herein above shall not be construed as
an expression of opinion on the merits of the case.

01.02.2017.
SN

(JITENDRA CHAUHAN)
JUDGE

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