

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-45831-2017

Date of decision: 07.12.2017

Rajat

... Petitioner

Vs.

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. Fateh Saini, Advocate
for the petitioner.

Ms. Harpreet Kaur, AAG, Haryana.

ARVIND SINGH SANGWAN, J. (ORAL)

Prayer in this petition is for grant of regular bail in FIR No.174 dated 06.11.2017 under Sections 420, 406 IPC, registered at Police Station Barara, District Ambala.

Learned counsel for the petitioner submits that as per the allegations levelled in the FIR, the complainant Ramesh Kumar son of Sh. Hukam Singh has alleged that an agreement to sell dated 17.03.2017 was executed between the complainant Ramesh Kumar, petitioner Rajat and co-accused Vikram Singh, father of the petitioner. As per this agreement, it was agreed that the petitioner will sell one acre of land at the rate of Rs.20 lacs per acre and has received Rs.10 lacs as earnest money. Later on, petitioner did not get the sale deed executed on the stipulated date. It is further submitted that later on, the complainant came to know that though in the agreement, it is mentioned that the petitioner is owner of one acre of land, but on verification, it

has been found that he is owner of only few marlas of land and thus, the petitioner has played a fraud with the complainant. Counsel for the petitioner further has referred to the agreement to sell (Annexure P-2) and submitted that in the agreement to sell, the land was shown as agricultural land, giving details of khewat No./khasra No. It is further submitted that while entering into the agreement to sell, the complainant has every means to verify the fact from the revenue record about ownership of the petitioner. It is also submitted that before registration of FIR, the complainant had issued a legal notice dated 04.08.2017 (Annexure P-4) to the petitioner with regard to dishonour of a cheque of Rs.7 lacs and in that notice, there was no such allegation that any agreement to sell is entered into between the parties. Counsel for the petitioner further submits that the offences are triable by the Court of Magistrate and the petitioner is in judicial lockup for the last one month and his custodial interrogation is not required. It is thus submitted that in fact this agreement was in lieu of some money transactions.

In reply, learned State counsel, on instructions from ASI Om Parkash, has opposed the prayer for bail on the ground that it has come in the investigation that the petitioner was not owner of one acre of land and he has obtained the amount from the complainant by playing a fraud. It is further submitted that the challan is yet to be presented in the Court.

Without commenting on merits of the case, considering the fact that the petitioner is in judicial lockup for the last one month; offences are triable by the Court of Magistrate and it will take long time in conclusion of the trial and also in view of the fact that in the legal notice dated 04.08.2017, which was issued by the complainant to the petitioner prior to registration of FIR, there is no mention about execution of agreement to sell, this petition is allowed

and the petitioner is directed to be released on bail subject to furnishing his bail/surety bond to the satisfaction of the trial Court/Illaq Magistrate.

Petition is disposed of.

[ARVIND SINGH SANGWAN]
JUDGE

07.12.2017
vishnu

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No