

Sr. No.216

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

CRM No. M-23554 of 2016 (O&M)

Date of Decision: 22.01.2018

Manohar Lal

... Petitioner

Versus

State of Punjab and another

... Respondents

CORAM:- HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

Present:- Mr. H.S.Gill, Advocate,
for the petitioner.

Mr. S.S.Sandhu, AAG, Punjab.

Mr. Nitesh Singhi, Advocate,
for respondent No.2.

TEJINDER SINGH DHINDSA, J.(ORAL)

The instant petition has been filed under Section 439 (2) Cr.P.C. raising a prayer for cancellation of regular bail granted to respondent No.2, namely, Mohit Arora vide order dated 20.06.2016 (Annexure P-2) passed by the Chief Judicial Magistrate/Vacation Judge, Fatehgarh Sahib.

Counsel for the parties have been heard.

Briefly it may be noticed that the FIR is an outcome of alleged non-performance of contract i.e. an agreement to sell dated 18.06.2013.

Case of the complainant/present petitioner is that the agreement to sell had been entered with the vendor/accused (respondent No.2 herein) in respect of a plot admeasuring 227.33

Sq. Yds. for a total sale consideration of Rs. 15,45,900/- (Rs. Fifteen Lacs Forty Five thousand and Nine hundred only).

Copy of the agreement to sell has been produced in Court and counsel for both the parties did not dispute the contents thereof.

As per agreement possession of the plot was delivered on the date of entering into of the agreement. Further more the entire sale consideration had been paid up front. There was no target date fixed for execution of the sale deed.

Allegations made by the complainant/petitioner are that in spite of the entire sale consideration amount having been made over, the sale deed has not been executed till date.

Perusal of the impugned order dated 20.06.2016 passed by the Chief Judicial Magistrate, Fatehgarh Sahib granting bail to respondent No.2 reveals that the dispute has been viewed to be civil in nature.

Even during the course of hearing today, counsel for the petitioner/complainant concedes that till date no civil proceedings have been initiated on the strength of an agreement to sell dated 18.06.2013.

Investigation in the case having been completed, challan was presented and the charges framed.

State counsel has informed the Court that out of 16 prosecution witnesses cited, 04 have already been examined.

It is not the case made out by the petitioner/complainant that respondent No.2 has misused the

concession of bail and has interfered with the course of trial. No other intervening circumstances have been cited so as to justify cancellation of concession of bail already granted.

In the considered view of this Court, no interference in the matter is warranted.

Petition dismissed.

It is, however, clarified that observations made in this order are only for the purpose of considering the prayer of the petitioner/complainant as regards cancellation of bail and would have no bearing on any other proceedings that may have been initiated by either party.

Disposed of.

22.01.2018

vandana

(TEJINDER SINGH DHINDSA)
JUDGE

Whether speaking/reasoned

Yes

Whether Reportable

No