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

CRM No.M-31047 of 2018 (O&M)
Date of Decision: August 20, 2018

Mohan Lal Budhiraja

...Petitioner

VERSUS

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.R.S.Cheema, Senior Advocate with
Ms.Tanu Bedi, Advocate
for the petitioner.

Mr.Sukhdeep Parmar, DAG, Haryana
for the respondent-State.

Mr.Vikram Chaudhri, Senior Advocate with
Ms.Isha Goyal, Advocate
for the complainant.

INDERJIT SINGH, J.

CRM No.28981 of 2018

The application is allowed, subject to all just exceptions.

Affidavit of the petitioner is taken on record.

CRM No.M-31047 of 2018

Petitioner has filed this petition under Section 438 Cr.P.C. for grant of anticipatory bail in case FIR No.339 dated 12.04.2018 under Sections 406, 420, 465, 467, 468, 471 and 120-B IPC, registered at Police Station Chandni Bagh, Panipat.

learned counsel for the complainant appeared and contested the petition.

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

From the record, I find that FIR in the present case has been registered on the statement of Pushp Ratra. As per the allegations in the FIR, Mohan Lal Budhiraja, Director of M/s Daffodils India Pvt. Ltd. (Owner/Vendor Company) and other Directors along with Sat Parkash has approached the complainants and stated that they owned and possessed factory building constructed on Plot No.24, Sector-29, Part-I, HUDA, Panipat and ready to sell on reasonable price. All the Directors and Sat Parkash assured that property is free from all encumbrances. As per complainant, an amount of ₹50 lakhs through account payee cheque was paid and later on remaining amount was paid.

It has been stated by learned counsel for the petitioner that no written agreement was executed at the time of giving total sale price of the factory.

It is the case of the complainant that sale deed was not executed, rather a loan has been taken on the property, even after receiving the sale consideration from the complainant. As per the allegations, fraud has been committed and complainant has been cheated.

Learned counsel for the petitioner argued that petitioner has no copy of the agreement and the complainant is intentionally concealing the copy of the agreement. He further contended that complainant is in possession of the property in question. If the complainant feels that a fraud has been committed, then petitioner is still ready to pay ₹1.25 crores to the

complainant and the complainant can return the property to the petitioner.

On specific query to learned counsel for the complainant on this argument, he contended that complainant is not ready to return the property as now the rates of the property have increased manifold.

The petitioner has already joined the investigation. He is not required for investigation or custodial interrogation. Nothing is to be recovered from him. The case is based on documentary evidence and also looks to be of civil nature. No useful purpose will be served by sending the petitioner to custody.

Keeping in view the facts and circumstances of the case and without discussing the facts of the case in minute details and without expressing any opinion on the merits of the case, I find it a fit case, where the petitioner is entitled to benefit of anticipatory bail. Therefore, the present petition is accepted and the order dated 25.07.2018 interim bail to the petitioner, is made absolute.

August 20, 2018
Vgulati

(INDERJIT SINGH)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
No