

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

CRM-M-34121-2017 (O&M)

Date of Decision:-2.8.2018

Mehmood and others

... Petitioners

Versus

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. G.C. Shahpuri, Advocate for the petitioners.

Mr. Manish Bansal, Deputy Advocate General, Haryana.

Mr. Anshul Mangla, Advocate for the complainant.

GURVINDER SINGH GILL, J.

The petitioners Mehmood, Hanif and Jeenat Begum have filed this petition seeking grant of anticipatory bail in case FIR No.482 dated 24.8.2017 under Sections 420, 406 and 120-B registered at Police Station City Yamuna Nagar. The FIR in question was lodged at the instance of one Furkan.

The allegations in nutshell are that the complainant Furkan wanted to purchase some land and accused Hanif and Jeenat Begum on coming to know about the same approached him and represented that they own 2 bighas of land which is free from all sorts of encumbrances and that they have a right to sell the same. Believing the said representation to be correct, the complainant entered into an agreement to purchase the said land and paid an advance earnest money of ₹ 1 lac and subsequently paid the balance consideration out of total sale consideration of ₹ 10 lacs and an agreement dated 26.2.2016 was executed which was signed by Aliyas and

Mehmood as owners while Hanif and Jeenat Begum signed as witnesses. It is alleged that when the complainant went to take possession, some persons present there raised objections. Upon enquiries made by the complainant, he came to know that the accused do not have any share in the Khasra numbers sold to him vide agreement in question.

I have heard learned counsel for the petitioner and also the learned State counsel.

During investigation of the case, it has been found from the information collected from revenue authorities that in fact the petitioner Mehmood and his brother Alilyas (non-applicant) are owner only to the extent of 112-1/2 square yards of land and that they have already disposed of the remaining land. In other words, they were not owner to the extent of 2 bighas of land which they agreed to sell to the complainant.

From the aforesaid facts, it is *prima facie* evident that the accused had knowingly entered into the agreement in question for sale of the land which in fact they never owned and have, thus, deprived the complainant of an amount of ₹ 10 lacs.

Bearing in mind the said facts in mind, I do not find any special case for grant of anticipatory bail.

There is not merit in the present petition and the same is hereby dismissed.

2.8.2018

kamal

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned Yes / No

Whether Reportable Yes / No