

In the High Court of Punjab and Haryana, at Chandigarh

1. Criminal Misc. No. M-30611 of 2018

Navdeep Singh

... Petitioner(s)

Versus

State of Punjab

... Respondent(s)

AND

2. Criminal Misc. No. M-31960 of 2018

Amritpal Singh and Another

... Petitioner(s)

Versus

State of Punjab

... Respondent(s)

Date of Decision: 15.05.2019.

CORAM: Hon'ble Mr. Justice Shekher Dhawan.

Present: Mr. Naveen Batra, Advocate
for the petitioner (In CRM-M-30611-2018).

Mr. Sherry K. Singla, Advocate
for the petitioners (In CRM-M-31960-2018).

Mr. Rajat Bansal, Assistant Advocate General,
Punjab for the respondent.

Mr. Dhirinder Chopra, Advocate
for the complainant.

Shekher Dhawan, J.

This order will dispose of two petitions i.e. CRM-M-30611-
2018, filed by Navdeep Singh and CRM-M-31960-2018, filed by Amritpal
Singh and Maninder Kaur under Section 438 Cr.P.C. for granting them pre-

arrest bail in case FIR No. 142 dated 28.06.2018, registered under Section 420 IPC at Police Station Tripuri, District Patiala.

For the purpose of decision of both the petitions, facts are being taken from petition i.e. CRM-M-30611-2018. Navdeep Singh (petitioner in CRM-M-30611-2018) along with Amritpal Singh and Maninder Kaur (petitioners in CRM-M-31960-2018) started a company in the name & style of “M/s Terrain Estates Company” at New Leela Bhawan, Patiala, dealing in real estate. The complainant had paid a sum of Rs.2,50,000/- to the petitioners as part payment for purchase of flat and possession thereof was to be handed over to him on 20.04.2014. The remaining amount of Rs.6,50,000/- was to be paid in instalments. But the petitioners neither handed over possession of flat to the complainant nor the same is in existence and as such, they cheated the complainant.

Learned counsel for the petitioners contended that as per case of the petitioners, complainant allegedly entered into an agreement for sale of flat but he had not paid the balance instalments. More so, it is a case of civil nature and there is no question of cheating on the part of the petitioners and their petitions for granting them the concession of pre-arrest bail be accepted.

Learned counsel for the respondent opposed the prayer of the petitioners on the ground that intention of the petitioners was deceitful right from the beginning as part payment was received by them without there being any infrastructure available with them to provide flat to the complainant. By now, neither possession of any flat has been delivered to

the complainant nor any payment has been refunded to him, though possession of the flat was to be handed over to the complainant on 20.04.2014. As such, both the petitions be dismissed.

Having considered the above facts that petitioners had received a sum of Rs.2,50,000/- from the complainant without there being any infrastructure available with them and the complainant had been cheated as he had to part with his hard earned money and possession of the flat has not been handed over to him despite passing of more than five years. Thus, no such case is made out to grant the concession of pre-arrest bail to the petitioners and both the petitions stand dismissed.

**(Shekher Dhawan)
Judge**

May 15, 2019
“DK”

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