

S.No.205

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

CRM-M-47556 of 2018 (O&M)

Date of Decision:31.01.2019

Dina Nath

.....Petitioner

Vs.

State of Punjab and anotherRespondents

CORAM:- HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

Present:- Mr. S.S. Kainth, Advocate
for the petitioner.

Mr. Rajat Bansal, AAG, Punjab.

None for respondent No.2- complainant.

Rajbir Sehrawat, J.(Oral)

The present petition has been filed by the petitioner under Section 438 Cr.P.C for grant of anticipatory bail in case FIR No.119 dated 13.07.2018 registered under Sections 406/420/120-B IPC at Police Station Mandi Gobindgarh, District Fatehgarh Sahib.

The previous proceedings show that the matter was sent to the Mediation Centre of this Court. However, the parties have failed to arrive at a compromise. Hence, the matter has been remitted back to this Court.

Counsel for the petitioner contends that the case against the petitioner is totally concocted. In fact, the petitioner, being in the same trade, had availed a loan of Rs.5 lakhs from the complainant. In lieu of that, the complainant had obtained signatures on certain blank papers. On those blank papers, agreement to sell has been created by the complainant and a receipt of Rs.7 lakhs has been shown by the complainant in the said agreement.

It is further contended by the counsel for the petitioner that the

petitioner never received Rs.7 lakhs from the complainant. Out of the loan amount of Rs.5 lakhs, which was received by the petitioner, he had already paid an amount of Rs.2,85,000/-. This fact is duly reflected from the statement of account of the petitioner, which categorically shows that the money has gone from the account of the petitioner to the account of the Company of the complainant. It is further submitted that the complainant has failed to explain these entries either before the Mediation Centre or before this Court or before the Police. This shows the unfair means adopted by the complainant to force the petitioner to pay the extra amount. Even if there is an agreement to sell, it is purely a civil dispute; because there is no allegation of a misrepresentation by the petitioner at the time of entering into the agreement.

There is no representation on behalf of the complainant-respondent No.2.

Learned counsel for the State has submitted that since the petitioner has not returned the amount, which is mentioned in agreement, therefore, the petitioner has committed the offence of cheating. However, qua the entries reflected in the statement of account of the petitioner, learned State Counsel has submitted that this aspect has not been investigated by the Police so far.

Be that as it may, in view of the above submissions made by counsel for the petitioner, this Court finds that the petitioner deserves protection against his arrest. Accordingly, it is ordered that in case the petitioner is arrested in connection with the FIR mentioned above, then

the petitioner shall be released o bail on his furnishing bonds/ sureties to the satisfaction of the Arresting Officer.

However, it is further directed that the petitioner shall join the investigation as and when so required by the Police. The petitioner shall also comply with other conditions, as specified in Section 438(2) Cr.P.C.

January 31, 2019	(RAJBIR SEHRAWAT)
renu	JUDGE
Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No