

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-29958-2019 (O&M)

Date of decision: 22.07.2019

Anil Verma

....Petitioner

Versus

State of Haryana

....Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. S.K. Tripathi, Advocate
for the petitioner.

Mr. Naveen Sheoran, DAG, Haryana.

ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this petition is for grant of anticipatory bail in FIR No.102 dated 27.01.2019 under Sections 406, 420 IPC, registered at Police Station Shivaji Nagar, District Gurugram.

As per allegations in the FIR, got registered by complainant Anil Kumar Deshwal, the petitioner has cheated him for an amount of Rs.5.00 lacs, as petitioner Anil Verma has entered into an agreement to sell with the complainant and received an amount of Rs.5.00 lacs qua the property, which he has already sold to one Renu Sharma.

Learned counsel for the petitioner has submitted that the petitioner has returned the amount of Rs.5.00 lacs to the complainant and

since it is a civil dispute arising out of an agreement to sell, the petitioner is ready to join the investigation.

Learned State counsel has however opposed the prayer for bail on the ground that the petitioner, with pre-meditated mind, has cheated the complainant, as the property, for which he has entered into an agreement to sell with the complainant, was already sold to one Renu Sharma on 14.08.2015. Learned State counsel, on instructions from ASI Ajit Kumar, has submitted that after selling the property, by entering into an agreement to sell with the complainant, knowingly that he is not owner of the property, the petitioner has induced the complainant to part away Rs.5.00 lacs and has cheated him. It is further submitted that the complainant has handed over copies of the sale deed and agreement to sell to the Investigating Officer to show the cheating committed by the petitioner.

After hearing learned counsel for the parties, considering the serious allegations against the petitioner, who despite having sold the property earlier, again has entered into an agreement to sell with the complainant and induced him to part away Rs.5.00 lacs, as earnest money qua the property, which was not owned by him, I find that the petitioner is not entitled to the concession of anticipatory bail.

Dismissed.

[ARVIND SINGH SANGWAN]
JUDGE

22.07.2019
vishnu

Whether speaking/reasoned Yes/No

Whether reportable Yes/No