

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

**CRM-M-37584-2019
Date of decision: 06.09.2019**

Deepak Kumar and another

... Petitioners

Vs.

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. Amit Dhawan, Advocate
for the petitioners.

ARVIND SINGH SANGWAN, J. (ORAL)

This is 2nd petition for grant of anticipatory bail in FIR No.202 dated 22.07.2019 under Sections 406, 420, 506 IPC, registered at Police Station Farakpur, District Yamuna Nagar, earlier one was dismissed as withdrawn on 03.09.2019.

Brief facts of the case are that complainant Puran Chand got the aforesaid FIR registered against the petitioners with the allegations that the petitioners/accused have purchased a plot having an area of 333 square yards, in the area of Gulab Nagar, Friends Colony, Jagadhri. Thereafter, they sold this plot to one Satya Negi on 14.02.2005, by receiving full and final payment and executed full and final payment agreement in favour of Satya Negi. Possession

of the plot was also given to Satya Negi. It is further case of the complainant that later on, Satya Negi had sold the aforesaid plot to him for a sale consideration of Rs.2.83 lacs and he also executed a full and final payment agreement in favour of the complainant. It was settled that since the land, in the meantime, was acquired, the complainant will have a right to receive the amount of compensation of the said plot. Later on, in terms of the settlement, the complainant gave Rs.2.50 lacs to the accused persons with a clear understanding that the amount of compensation on account of acquisition of this plot will be given to the complainant. Thereafter, the accused persons gave four cheques to the complainant. It was agreed that if the amount of compensation is enhanced, the complainant will have a right to receive the same. It is further stated that later on, the accused persons stopped payment of respective amount and by not returning the amount of compensation, they have committed the offence of fraud and forgery.

Learned counsel for the petitioner has argued that the complainant, in connivance with Satya Negi, has forged a general power of attorney dated 24.06.2005 and later on, the Additional Sessions Judge, Yamuna Nagar, vide order dated 21.03.2014, while deciding the reference, had enhanced the amount of compensation. Upon this, the petitioners served a legal notice to Satya Negi to give an amount of Rs.9.40 lacs and on that pretext, the cheques were issued by the petitioners in favour of complainant Puran Chand, on the request of Satya Negi. It is further submitted that the complainant did not return the original documents, therefore, payment of the cheques was stopped and thereafter, the petitioners had filed RFA No.2120 of 2017 for enhancement of

the compensation before this Court. Pleading their false implication, learned counsel for the petitioners has prayed for grant of anticipatory bail to the petitioners.

After hearing learned counsel for the petitioners, I find no ground to grant anticipatory bail to the petitioners, by entertaining the second petition.

The petitioners, while entering into full and final payment settlement, had sold the plot to Satya Negi in the year 2005 and had also executed General Power of Attorney, who, in turn, sold the same to complainant Puran Chand. Thereafter, when the land was acquired, the petitioners had no right to recover the amount, however, since the land was still standing in the name of the petitioners, when the amount of compensation was enhanced by the Additional Sessions Judge, Yamuna Nagar, the petitioners apparently became dishonest and thereafter, they themselves have filed an appeal for enhancement of the compensation. In this way, the petitioners, on one way, have received an amount of Rs.2.50 lacs from Satya Negi, who has also received some amount from complainant Puran Chand, believing the assurance given by the petitioners, to be true, to the fact that they will not claim the enhanced amount of compensation and therefore, the dishonest intention and cheating on the part of the petitioners, is apparent on account of their greed to grab enhanced amount of compensation, despite the fact that they have parted all their rights over the land in dispute, by receiving the sale consideration from Satya Negi. The very fact that the petitioners, in para No.14 of the petition, have stated that they have themselves filed the Regular First Appeal for enhancement of the compensation shows that on one hand, they have received

the sale consideration from the complainant party and on the other hand, they are still taking interest over the land in dispute, out of sheer greed.

Considering the serious allegations against the petitioners, I find no merit in the present petition.

Accordingly, the present petition is dismissed.

[ARVIND SINGH SANGWAN]
JUDGE

06.09.2019
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Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No