

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

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CRM-M-43678-2019 (O&M)
Date of Order:25.11.2019

Anil Kumar Singla @ Anil Singla

..Petitioner

Versus

Malo Kaur and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Deepak Aggarwal, Advocate
for the petitioner.

ANIL KSHETARPAL, J(Oral)

Challenge is to the order passed by the learned Judicial Magistrate discharging the accused.

Agreement to sell is alleged to have been executed by Malo Kaur in favour of the petitioner on 30.04.2012 on receipt of earnest money. As per the terms of the agreement to sell, sale deed was to be executed and registered on 14.08.2014, which was not registered. Allegations are that the date was mutually extended to 25.11.2015. Petitioner has filed this complaint with the allegation that she has mortgaged the property on 20.08.2014. Learned Judicial Magistrate has noticed that the petitioner has not filed a suit for specific performance of the agreement to sell. It has also not been shown as to how criminal offence under Section 415 of the Indian Penal Code is made out. Learned Judicial Magistrate has also recorded that the petitioner can still purchase the property subject to the rights of mortgagee and on purchase of the property, he would step into the shoes of mortgager. Further, the petitioner has failed to establish even *prima-facie*

that the respondents-accused have committed any cheating.

Learned counsel for the petitioner on a pointed question, submits that a suit for specific performance of the agreement to sell has now been filed, however, he does not know what is the date of institution.

In absence of averments that as to how the mortgage of the property agreed to be sold has resulted into cheating, this court does not find any error in the order passed by the learned Magistrate.

Dismissed.

November 25, 2019
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned
Whether reportable

: Yes/No
: Yes/No