

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

**CRM-M No. 42968 of 2019(O&M)
Date of decision: - 16.12.2019**

KULRAJ SINGH

...Petitioner

Versus

STATE OF PUNJAB

.....Respondent

CORAM: HON'BLE MR. JUSTICE HARNARESH SINGH GILL

Present:- Mr. Jagpal Singh, Advocate for the petitioner.

Mr. Naveen Bawa, Advocate for the complainant.

HARNARESH SINGH GILL, J. (ORAL)

Present petition under Section 438 of Code of Criminal Procedure, 1973 is for grant of anticipatory bail to accused-petitioner-Kulraj Singh in case FIR No. 198 dated 09.09.2019 registered under Sections 406 and 420 IPC at Police Station Sadar (Focal Point), District Ludhiana.

It is submitted by the learned counsel for the accused-petitioner that the accused-petitioner is owner of a factory and had entered into an agreement to sell dated 20.11.2018 with complainant-Bablu Kumar regarding sale of the property for a total consideration of Rs. 27,50,000/- and he had received the earnest money from the complainant and the date of execution of sale deed was fixed for 16.07.2019, which was further extended from time to time. But the complainant had failed to complete the

documents and did not execute the sale deed by accepting the balance amount.

As per the counsel for the complainant, a sum of Rs. 8 lacs was paid to the accused-petitioner and it was the accused-petitioner who had failed to execute the sale deed with *malafide* intention. It is further contended that it has been established by the prosecution that the amount taken by the accused-petitioner on 20.11.2018 was deposited by him in his joint account with his wife-Gurpreet Kaur.

After going through the contents of the FIR, it transpires that lastly the amounts of Rs. 40,000/- and Rs. 14,000/- were transferred in the account of the petitioner on 17.01.2019 and 18.01.2019, respectively. Thus, the total amount paid to the petitioner comes to Rs. 15,71,800/-. Moreover, the learned counsel for the petitioner while appearing before this Court on 24.10.2019 prayed for time to seek instructions from his client (petitioner) whether he was willing to pay back the earnest money to the complainant but on 01.11.2019 learned counsel for the petitioner stated that the petitioner was not willing to return the earnest money.

In view of the above, no ground is made out to grant the concession of anticipatory bail to the petitioner. Hence, the present petition is dismissed.

(HARNARESH SINGH GILL)
JUDGE

16.12.2019

Mangal Singh

Whether reasoned/speaking?
Whether reportable?

Yes/No
Yes/No