

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

**CRM-M No.52623 of 2019
Decided on: 13.12.2019**

Raj Kumar Pal

....Petitioner

Versus

State of Punjab

....Respondent

CORAM: HON'BLE MR JUSTICE ARVIND SINGH SANGWAN

Present : Mr. Karan Vir Nanda, Advocate
for the petitioner.

Mr. Joginder Pal Ratra, DAG, Punjab.

Mr. Brijesh Khosla, Advocate
for the complainant.

ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this petition is for grant of anticipatory bail to the petitioner in FIR No.264 dated 19.11.2019, registered under Sections 406 and 420 of the Indian Penal Code, 1860 (in short 'IPC') at Police Station City Kharar, District S.A.S. Nagar, Mohali.

Counsel for the petitioner has argued that as per the allegations in the FIR, registered at the instance of the complainant – Jasbir Singh, the petitioner – Raj Kumar has entered into an agreement dated 01.03.2018, to sell a plot measuring 300 sq. yds. in Mohali for a total sum of Rs.60 lacs and received Rs.29 lacs as earnest money. The sale deed was to be executed on 25.05.2018 on payment of the balance sale consideration. On receiving another part payment, the petitioner backed out despite extending the time on two occasions. Later on, the petitioner has prepared a document for cancellation of the agreement

and issued a post-dated cheque for Rs.29.30 lacs and thereafter, he filed a civil suit on a false claim that the cheque was given on the pretext of obtaining a loan and prayed for a decree that the complainant be restrained from encashing the cheque whereas the cheque on presentation was dishonoured on 02.04.2019 due to blocking of the account.

Counsel for the petitioner has further argued that, in fact, the agreement to sell was only for the purpose of extending the loan by the complainant as the petitioner had to arrange money for sending his daughter abroad. It was further stated in the FIR that the petitioner had given the cheque in lieu of the amount taken from the complainant as he has assured him that later on, he will return the amount.

Counsel for the petitioner has also submitted that once the agreement to sell was cancelled on 19.07.2018, there was no occasion for registration of the FIR as the petitioner has returned the amount by way of a cheque.

In reply, counsel for the State, on instructions from ASI Narinder Singh and assisted by counsel for the complainant has opposed the prayer for bail. It is submitted that, in fact, the petitioner is in the habit of making such agreement and even one more complaint is pending against the petitioner of similar nature.

Counsel for the complainant has argued that while executing the agreement to sell, a receipt was executed which bears the revenue stamp in lieu of receiving the amount of Rs.25 lacs and Rs. 4 lacs on two occasions. It is further argued that the petitioner has prepared a fake cancellation agreement, which is not supported by any

receipt for refund of the amount and in the absence of refund of the amount, there cannot be a cancellation of agreement to sell.

Counsel for the complainant has further submitted that a bare perusal of the cancellation agreement show that there are interpolation made in the same by adding certain words and in the absence of a receipt, the same is not a valid document. It is also argued by counsel for the complainant that on one hand, the petitioner is claiming that he has taken the amount from the complainant in lieu of the agreement and on the other hand, he has filed a suit for injunction against the complainant that he be restrained from claiming anything on the basis of the cheque issued by the petitioner for a sum of Rs.29.30 lacs and this factum show that the intention of the petitioner from the very inception was to cheat the complainant.

After hearing the counsel for the parties, I find no merit in the present petition as it is own case of the petitioner that he entered into an agreement to sell with the complainant and received Rs.29.30 lacs and thereafter, he has set up a cancellation of the agreement which itself acknowledge the agreement to sell. The agreement to sell, photocopy of which is placed on record, show that against a valid receipt, the amount was paid to the petitioner where the cancellation of agreement to sell show that there is no such receipt of refund of the amount and with regard to the cheque issued by the petitioner, he himself filed a civil suit for restraining the complainant from encashing the cheque amount, therefore, looking into the conduct of the petitioner and serious allegations against him, I do not find any ground to grant anticipatory bail to the petitioner.

Dismissed.

Nothing observed herein shall be construed as an expression of opinion on merits of the case as the findings given herein are only for the purpose of deciding the bail application of the petitioner.

13.12.2019

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(ARVIND SINGH SANGWAN)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable:	Yes/No