

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

CRM-M-4098-2020
Date of decision: 06.02.2020

Pardeep Kumar Sachdeva

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present:- Mr. Ajit Singh Sodhi, Advocate
for the petitioner.

Mr. Joginder Pal Ratra, DAG, Punjab.

ARVIND SINGH SANGWAN, J. (Oral)

The petitioner prays for grant of anticipatory bail in FIR No. 0160 dated 14.11.2017, registered under Sections 420/34 IPC at Police Station City Kot Kapura, District Faridkot.

Brief facts of the case are that the present FIR has been registered at the instance of complainant Maninder Singh against petitioner Pardeep Kumar Sachdeva, his wife Neelam Sachdeva, Vikram Taneja and Rakesh Kumar with the allegations that the petitioner, in connivance with aforesaid co-accused, has agreed to sell the land in favour of the complainant, vide agreement to sell dated 30.01.2017 and received an amount of Rs. 15 Lakh as earnest money from the complainant out of total sale consideration of Rs. 41 Lakh and the stipulated date for execution of sale deed was fixed as 10.03.2017. It is further alleged in the FIR that instead of executing the sale deed in favour of the complainant, the petitioner sold the land in question to co-accused Rakesh Kumar, vide registered sale deed dated 01.08.2017.

Learned counsel for the petitioner has argued that in fact the complainant is having hand in glove with brother of the petitioner, who is involved in some FIRs relating to a scam in Punjab Public Service Commission in 2004.

Learned counsel for the petitioner has further submitted that two of the co-accused, namely Neelam Sachdeva and Vikram Taneja, who are not the beneficiary of the aforesaid agreement to sell, have been granted concession of anticipatory bail by this Court, vide order dated 23.10.2019 passed in CRM-M-42180-2019.

Learned counsel for the petitioner has relied upon **2011 (3) RCR (Criminal) 189, Bal Krishna Garodia vs. State of Haryana**, wherein this Court has granted anticipatory bail to the accused in a case where after entering into an agreement to purchase, the complainant got the FIR registered. Learned counsel for the petitioner also relies upon **2012 (2) RCR (Criminal) 584, Palle Ram Sarpanch vs. State of Haryana**, wherein similar view has been taken by this Court.

Learned State counsel, on instructions from ASI Jasvir Singh, submits that even on the asking of the petitioner, the stipulated date was extended and before the said date, the petitioner sold the property to a third person and has committed cheating with the complainant.

After hearing learned counsel for the parties, I find no ground to grant the concession of anticipatory bail to the petitioner.

The aforesaid judgments relied upon by the petitioner do not apply to the present case as in those cases, simpliciter an agreement to sell was entered into and the sale deed was not executed and it was held that the matter is of civil nature, whereas in the instant case, the petitioner,

admittedly, after entering into aforesaid agreement to sell with the complainant and having received Rs. 15 Lakh as earnest money from him, sought the extension of time to execute the sale deed and thereafter, he has sold the said property to a third person. Therefore, on the face of it, the intention of the petitioner to cheat the complainant is evident.

Accordingly, the present petition is hereby dismissed.

06.02.2020

Waseem Ansari

(ARVIND SINGH SANGWAN)
JUDGE

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No