

In the High Court of Punjab and Haryana at Chandigarh

**CRM-M No. 22195 of 2020
Date of Decision: 21.8.2020**

Pardeep Kumar Kaushal

.....Petitioner

Versus

State of Haryana

.....Respondents

CORAM: HON'BLE MR. JUSTICE HARNARESH SINGH GILL

Present: Mr. Arjun Lakhanpal, Advocate
for the petitioner.

Mr. Ramesh Kumar Ambavta, AAG, Haryana.

Mr. Puneet Bali, Senior Advocate with
Mr. Raja Paramdeep Saini, Advocate
for the complainant.

HARNARESH SINGH GILL, J. (ORAL)

Case is being taken up for hearing through video conferencing.

This is a petition under Section 438 Cr.P.C. for anticipatory bail
in case FIR No. 5 dated 07.1.2020, registered under Sections 120-B, 406,
420 IPC, Police Station Chandimandir, District Panchkula.

In the present case, the FIR in question was got registered on
the complaint of Usha Singh alleging that on 01.8.2014, she purchased
House No. 9 in Tribune Mittar Vihar, Sector-29, Panchkula from Raj
Sharma wife of Naresh Sharma but later on the complainant came to know
that co-accused Raj Sharma and co-accused Naresh Sharma had taken a loan
of Rs. 75,00,000/- from Cholamandalam Investment and Finance Company
Ltd. out of which, Rs. 55,00,000/- was still outstanding. It has been further

alleged that another letter dated 27.8.2019 was also received from

Allahabad Bank, Mohali branch with regard to the default in the loan account. It has also been alleged that a notice dated 10.9.2019 was also received from the Arbitrator appointed by Cholamandalam Finance Company with regard to the loan agreement. Thus, the complainant, being a *bonafide* purchaser, had been cheated by the petitioner in conspiracy with the other co-accused as they had obtained a loan of Rs. 1,20,00,000/-, on the house purchased by the complainant, which is outstanding and this fact had been concealed from the complainant.

Vide order dated 13.8.2020, the petitioner was granted interim bail as the petitioner and co-accused were ready to resolve the matter with the complainant.

Learned counsel for the petitioner states that neither the petitioner was named in the present FIR nor he was the seller or witness of the agreement to sell dated 01.8.2014 (Annexure P-2). He further submits that the petitioner has no role to play in the issuance of re-allotment letter and certificate of share dated 2.8.2014 (Annexures P-3 and P-4, respectively). It is also submitted that the petitioner neither stood a guarantor nor signatory or co-applicant in the loan availed by Raj Sharma and Naresh Sharma.

Learned State counsel as well as learned senior counsel for the complainant have opposed the bail application.

I have heard the learned counsel for the parties.

In the present case, FIR has been got lodged by the complainant alleging that she had purchased the house in question from Raj Sharma for a sum of Rs. 1,52,00,000/- and the entire sale consideration was paid and re-allotment letter and share certificate of the society were issued by

co-accused Harsh Preet Kaushal (brother of the petitioner), being the President of Tribune Mittra Vihar i.e. The Madanpura Cooperative Group Housing Society (Regd.). Raj Sharma, who is the sister of the petitioner, had taken loan from Cholamandalam Investment and Finance Company and Allahabad Bank. The house in question had been sold to the complainant despite the fact that the loan was outstanding against the said property.

The petitioner and other co-accused, who are closely related to each other, have cheated the complainant. There are allegations of criminal conspiracy, which is *ex-facie*, from the fact that the house was sold to the complainant, despite the fact of huge outstanding loan against it and the said fact had been kept from the complainant. The petitioner is involved in the criminal conspiracy and is not entitled to any relief of anticipatory bail.

The petition is dismissed.

Interim bail granted vide order dated 13.8.2020 stands vacated.

(HARNARESH SINGH GILL)
JUDGE

August 21, 2020
Gurpreet

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