

In virtual Court

CRM-M-25577-2020

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-25577-2020 (O&M)
Date of decision: 02.09.2020

Devi Lal

... Petitioner

Vs.

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. Arvinder Arora, Advocate
for the petitioner.

ARVIND SINGH SANGWAN, J. (ORAL)

Prayer in this petition is for grant of anticipatory bail in FIR No.174 dated 31.07.2020 under Sections 406, 420, 506 IPC, registered at Police Station Shahzadpur, District Ambala.

Learned counsel for the petitioner submits that as per allegations in the FIR, the petitioner entered into an agreement to sell on 19.11.2019 with the complainant for sale of 04 kanal 11 marlas of land and received Rs.3,40,000/- as earnest money. The stipulated date for execution of the sale deed was fixed as 15.11.2020 and before the said date, the petitioner sold the land to one Maya Devi on 03.07.2020 and has embezzled the earnest money of the complainant. It is further submitted that the petitioner returned some amount to the complainant and despite the fact that on 19.06.2020, the sale deed was drafted but the same

could not be executed, as the agreement in favour of the complainant was cancelled and later on, the petitioner sold the land in favour of Maya Devi.

A perusal of the petition shows that neither any receipt of payment of money to the complainant nor any document with regard to cancellation of agreement to sell in favour of the complainant is attached with this petition.

On the contrary, learned counsel for the petitioner has relied upon a civil suit filed by the complainant, praying for possession by way of specific performance of agreement to sell dated 19.11.2019, in which petitioner Devi Lal and subsequent purchaser Maya Devi are defendants. It is submitted that even in the civil suit, the petitioner has set up a defence that earlier agreement to sell was cancelled, however, a perusal of the written statement would show that except taking a plea that the amount was returned, no receipt is attached with the same.

Notice of motion.

On asking of the Court, Mr. Sumit Jain, Addl. AG, Haryana accepts notice on behalf of respondent-State and has referred to the agreement to sell executed in favour of the complainant, wherein the amount of Rs.2,40,000/- was given through bankers cheques and Rs.1.00 lac in cash, total Rs.3,40,000/- was paid and by not executing the sale deed in favour of the complainant, the petitioner sold the land to one Maya Devi, therefore, intention of the petitioner to cheat the complainant is there, as he, in a calculated manner, allured the complainant to part away an amount of Rs.3,40,000/- and then immediately thereafter, he sold the land to a third person Maya Devi.

After hearing learned counsel for the parties and considering the

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serious allegations of cheating, I find no ground to grant anticipatory bail to the petitioner.

Dismissed.

The observations made in this order shall have no bearing on merits of the case.

[ARVIND SINGH SANGWAN]
JUDGE

02.09.2020
vishnu

Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No