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IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CRM-M No.25205 of 2020(O&M)

Date of Decision: 10.12.2020

Vinod Kakkar

.....Petitioner

Vs

State of Haryana

.....Respondent

**CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH**

Present: Mr. A.K. Gupta, Advocate  
for the petitioner.

Mr. Karan Garg, AAG, Haryana.

Mr. Raman Chawla, Advocate  
for the complainant.

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**RAJ MOHAN SINGH, J. (Oral)**

The case has been taken up for hearing through video conferencing.

Petitioner seeks grant of anticipatory bail in case bearing FIR No.451 dated 08.08.2020 registered under Sections 406, 420, 506 IPC at Police Station Bhiwani City.

On 31.08.2020 following order was passed by this Court:-

*“The case is taken up through video*

*conferencing on account of COVID 2019.*

*This is a petition for grant of anticipatory bail in case FIR No. 451 dated 8.8.2020 registered under Sections 406, 420, 506 IPC at Police Station City, Bhiwani.*

*The FIR was lodged on the complaint of one Manoj Kumar with the allegation that Pankaj Chawla who works as a property dealer along with his fellow accused Satyawar and Amit Chandna met him and told him that he owns a plot measuring 100 sq. yard in Bhiwani. He had purchased the plot from Vinod Kumar Kakkar i.e. petitioner and Veena Kumari Kakkar i.e. sister of petitioner under an agreement. Complainant executed agreement to sell dated 8.7.2019 with Pankaj Chawla for an amount of Rs. 17,21,000/-, out of which Rs. 3,00,000/- were paid as earnest money to Pankaj Chawla. The date of execution of sale deed was fixed for 8.10.2019 and remaining amount was agreed to be paid at the time of execution of sale deed. Complainant on the asking of Pankaj Chawla again paid Rs. 2,00,000/- in cash to him on 13.9.2019 but Pankaj Chawla did not execute sale deed on the agreed date i.e. 8.10.2019. On the request of Pankaj Chawla, date of execution of sale deed was extended to 10.11.2019. However, Pankaj Chawla did not execute the sale deed nor did he return the money.*

*Learned counsel for petitioner has argued that no agreement to sell is executed between petitioner and complainant nor he received any amount from complainant. Petitioner is owner of 50% of plot and he*

*has executed sale deed thereof in favour of Satyawar, partner of Pankaj Chawla and Pankaj Chawla has made no grievance regarding same. He states that no offence is made out against petitioner.*

*Notice of motion.*

*Mr. Deepak Bhardwaj, DAG Haryana accepts notice on behalf of State.*

*Adjourned to 26.11.2020.*

*In the meanwhile, in the event of arrest of petitioner, he shall be released on interim anticipatory bail to the satisfaction of Arresting Officer/Investigating Officer. He will abide by conditions of Section 438 (2) Cr.P.C.*

*(HARINDER SINGH SIDHU)*

JUDGE”

Learned counsel for the petitioner submits that the petitioner is not privy to any agreement between Pankaj Chawla and the complainant, nor has he received any amount from the complainant. Petitioner was owner of 50% of the plot and the same has already been sold in favour of Satyawar, who is alleged to be partner of Pankaj Chawla. Learned counsel further submits that the petitioner has joined the investigation.

This fact has been admitted by the learned State counsel on instructions from ASI Rakesh Kumar.

In view of aforesaid factual position, the interim order dated 31.08.2020 is made absolute. However, petitioner shall

keep on joining the investigation as and when required to do so  
and he shall abide by the conditions as envisaged under  
Section 438(2) Cr.P.C.

Petition stands disposed of.

10.12.2020  
Prince

(RAJ MOHAN SINGH)  
JUDGE

|                           |        |
|---------------------------|--------|
| Whether speaking/reasoned | Yes/No |
| Whether reportable        | Yes/No |