

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

CRM-M-28396-2021 (O&M)  
Date of Decision:- 21.9.2021

Naresh Kumar

... Petitioner

Versus

State of Haryana

... Respondent

**CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL**

Present:- Mr. G.C.Shahpuri, Advocate for the petitioner.

Ms. Sheenu Sura, DAG, Haryana,  
assisted by ASI Dalbir Singh.

Mr. Vivek Goyal, Advocate for the complainant.

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**GURVINDER SINGH GILL, J.**

1. The petitioner has approached this Court seeking grant of anticipatory bail in a case registered vide FIR No.67 dated 23.4.2021 under Sections 406, 420, 506 IPC at Police Station Radaur, District Yamuna Nagar.
2. The FIR was lodged at the instance of Nirmal Dutt wherein it is alleged that since brother of accused Naresh Kumar was complainant's classmate, therefore, Naresh Kumar was known to him. It is alleged that in December, 2017 Naresh Kumar alongwith his sons Rahul and Vipul represented that they want to dispose off their land and asked the complainant to purchase the same as they were in need of money. The complainant trusting Naresh Kumar as he was known to him, entered into an agreement dated 16.12.2017 for purchasing 3 acres of land in village Radauri for an amount of ₹ 1 crore

and paid an amount of ₹3.5 lacs as part payment and later paid another amount of ₹24.5 lacs in cash. Since Naresh Kumar was already having an amount of ₹7 lacs of the complainant, the total amount paid was ₹35 lacs. The date of execution of the sale deed was nominated as 28.2.2019. However, before the said date Naresh and his wife Santosh again requested the complainant for more money and accordingly the complainant gave them an amount of ₹ 4,53,000/- by way of two cheques. Later, some more amounts were also requested for by the accused and consequently, the total amount of ₹ 1 crore came to be paid by the complainant out of which an amount of ₹ 66 lacs was by way of bank transactions and ₹34 lacs was by cash. It is alleged that the accused, however, did not execute the sale deed despite several requests and kept on dilly-dallying the matter. The complainant alleged that later he came to know that the accused had already executed an agreement dated 27.6.2016 in respect of the land in question with one Tilak Raj but had not executed the sale deed in his favour as well on account of which Tilak Raj had instituted a civil suit against Naresh Kumar for specific performance of agreement dated 27.6.2016.

3. The learned counsel for the petitioner has submitted that even if the allegations as levelled in the FIR are taken to be correct, still at best it is a case of failure on part of the accused in performing the obligations under the agreement to sell and that under no circumstances, the petitioner can be fastened with any criminal liability. It has been submitted that the complainant would have efficacious civil remedy for enforcement of his rights.

4. Opposing the petition, the learned State counsel, assisted by counsel for the complainant, has submitted that it is not a case of non-performance of the obligations of the agreement simpliciter but is a case where the accused with a specific intention to defraud the complainant had entered into an agreement dated 16.12.2017 while concealing the fact that he had already entered into an agreement dated 27.6.2016 with one Tilak Raj. It has further been pointed out that in fact the petitioner stands involved in two other FIRs i.e. FIR No. 127 dated 5.7.2017, Police Station Radaur and FIR No. 84 dated 10.6.2020, Police Station Radaur and as such, keeping in view the dubious antecedents of the petitioner, no case for grant of anticipatory bail is made out.
5. I have considered rival submissions addressed before this Court.
6. Keeping in view the fact that the petitioner had already entered into an agreement with Tilak Raj i.e. agreement dated 27.6.2016 which he had not honoured, there was no occasion for the petitioner to have entered into an agreement with the complainant on 16.12.2017. Apparently, the intention of the petitioner was to defraud the complainant by way of concealment of the earlier agreement. Infact, Tilak Raj with whom he had earlier entered into an agreement has already filed a civil suit seeking specific performance and in these circumstances, it is quite evident that the petitioner would not be able to execute any sale deed in favour of the complainant and the only purpose was apparently to defraud the complainant. The past of the petitioner indicates and he has earlier also been involved in two other FIRs which reflect on his conduct. A huge amount out of ₹ 1 crore i.e. an amount of ₹66 lacs has been paid by way of bank transactions. In these

circumstances, this Court does not find any special case for grant of anticipatory bail.

7. The petition is sans merit and is hereby dismissed.

21.9.2021

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**(Gurvinder Singh Gill)**  
**Judge**

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No