

Through virtual mode

CRM-M-40906-2021

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-40906-2021 (O&M)
Date of decision: 02.11.2021

Sanjay Kumar Chauhan

... Petitioner

Vs.

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Ms. Veena Hooda, Advocate for the petitioner.

Mr. Kanwar Sanjeev Kumar, AAG, Haryana.

ARVIND SINGH SANGWAN, J. (ORAL)

Prayer in this petition is for grant of regular bail in FIR No.192 dated 19.04.2017 under Sections 420, 406, 506 IPC, registered at Police Station City Yamuna Nagar.

Learned counsel for the petitioner submits that as per allegations in the FIR, registered at the instance of complainant Joginder Singh, he had entered into an agreement to purchase a house owned by the petitioner and has paid the earnest money of Rs.15.00 lacs, however, later on, the petitioner backed out and has not executed the sale deed, as it was found that the petitioner is not owner of the house.

Learned counsel has placed on record photocopy of a sale deed dated 26.02.2004, vide which the petitioner and his wife Shilpa Chauhan had

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purchased a house situated in Professor Colony, Block-C, Yamuna Nagar. It is further submitted that this is the same house, which is proposed to be sold to the complainant and there is no defect in the title. It is also submitted that the petitioner is in custody for the last 07 months and 14 days; challan stands presented and the offences are triable by the Court of Magistrate.

Learned State counsel has filed the custody certificate dated 01.11.2021 in the Court today and has submitted that the dispute is arising out of an agreement to sell and the petitioner, after entering into an agreement to sell with the complainant, sold the house to some other person.

After hearing learned counsel for the parties, I find that even in case the complainant files a suit for specific performance, he can always seek setting aside of the subsequent sale deed, which was executed by the petitioner in favour of third party during subsistence of the agreement to sell and therefore, it will be a matter of trial whether the dispute is of civil nature.

Accordingly, this petition is allowed and the petitioner is directed to be released on regular bail subject to furnishing his bail/surety bonds to the satisfaction of the trial Court/Illaq Magistrate/Duty Magistrate, concerned.

Petition is disposed of.

[ARVIND SINGH SANGWAN]
JUDGE

02.11.2021

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Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No