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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-36536-2020

DATE OF DECISION: 30th JULY, 2021

VAKILA

PETITIONER

VERSUS

STATE OF HARYANA AND OTHERS

RESPONDENTS

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. KDS Hooda, Advocate for the petitioner.

Ms. Harpreet Kaur, AAG, Haryana.

Dr. Deepak Jindal, Advocate for respondents No.2 and 3.

AVNEESH JHINGAN, J (Oral):

[1] The matter is taken up for hearing through video conference due to COVID-19 situation.

[2] This is a petition under Section 439(2) of Cr.P.C. seeking cancellation of anticipatory bail granted to respondents No.2 and 3, Virender Kumar and Joginder Lal respectively (hereinafter referred to as respondents) in FIR No. 479, dated 12th September, 2020, under Sections 406, 420, 120-B IPC registered at Police Station Sadar Thanesar, District Kurukshetra.

[3] Respondents were property dealers. An agreement to sell was entered between complainant and Sunil Kumar, which culminated into a sale deed dated 14th September, 2018 for a plot measuring 200 sq. yards. There are allegations that Sunil Kumar alongwith with respondents agreed to sell a plot measuring 32 marla in khewat No.2 to Nasim Khan.

Consideration for the purchase of 200 sq. yards was given through cheques. The cheques were dishonoured. There is a civil litigation pending wherein challenge has been posed to the sale deed on the ground of non-payment.

[4] Learned Sessions Judge, Kurukshetra granted the anticipatory bail to the respondents. While granting the bail, the court considered that respondents were only the property dealers. As per the revenue record, Sunil Kumar owned a plot measuring 200 sq. yards in khewat No.7 of village Bajidpur. The sale consideration cheques were dishonoured. The matter is *sub judice* before the Civil Court. As regards the allegation of agreement to sell with Sunil Kumar and Nasim Khan, it was observed that as per Sunil Kumar, the agreement to sell was forged and fabricated. Anticipatory bail was granted to the respondents but the prayer for grant of anticipatory bail to Sunil Kumar was dismissed.

[4] Learned counsel for the petitioner submits that the petitioner was cheated, certain part payment was made to Sunil Kumar, yet in spite of executing the sale deed, no possession was handed over.

[5] Learned counsel appearing for respondents No.2 and 3 defends the impugned order.

[6] Learned State counsel relies upon the pleadings in the reply and submits that the respondents have joined the investigation but the amount paid by the complainant is to be recovered.

[7] There are no allegation of misuse of bail granted to the respondents. It is highly debatable issue as to whether the amount, which is in dispute not only in the present proceedings but also in Civil Court, the non-payment of the same amount to non co-operation.

[8] No case is made out for cancellation of bail.

[9] Dismissed.

[AVNEESH JHINGAN]
JUDGE

30th JULY, 2021
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| 1. Whether speaking/ reasoned | : | Yes |
| 2. Whether reportable | : | Yes |