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IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

****

CRM-M-43563-2021
Date of Decision: 03.12.2021

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Gagan Dhadwal

..... Petitioner

Versus

State of Punjab and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE SUDIP AHLUWALIA

Present: Mr. Anuj Dewan, Advocate,
for the petitioner.

Mr. B.S. Sewak, Addl. A.G., Punjab,
for respondent No.1/State.

Mr. Varun Baanth, Advocate,
for respondent No.2/complainant.

<u>SUDIP AHLUWALIA, J.</u> (ORAL)

This is a petition for anticipatory bail filed on behalf of the petitioner under Section 438 Cr.P.C. in case FIR No.0058 dated 28.04.2021, under Sections 406 & 420 of the IPC, registered at Police Station Balachour, District SBS Nagar (Annexure P-1/T)

[2]. The allegations against the petitioner in the FIR were to the effect that he had cheated the complainant to whom he paid only a small amount of ₹2,07,702/- out of a total consideration of ₹14,60,000/- with the understanding that he would pay up the balance of ₹12,52,298/- by way of agreed instalments to the Financier “Sh. Ram Finance Company”. The petitioner, however, defaulted in making such payments. Even the recovery of the balance amount, which was settled by him as security for payment of the balance instalments, was also not honored, after the petitioner's default,

and the complainant Suresh Kumar was left to face the undesirable consequences following such breach on the part of the petitioner to honour the agreement under which he took possession of the vehicle in question, and later on even sold the said vehicle to a 3rd person, as noted by the Ld. Additional Sessions Judge, SBS Nagar in Para 4 of his impugned order passed on 29.06.2021.

[3]. From his side, Ld. Counsel appearing for respondent No.2/complainant has tendered copies of the Agreement as well as the General Power of Attorney, both dated 07.11.2014, by virtue of which the possession of the vehicle was passed on in favour of the petitioner, according to which he was obligated to pay up the balance instalments to the Finance Company, which he actually failed to do.

[4]. In answer to a specific query of the Court, Ld. Counsel for the petitioner submits that there is no amicable way in which the matter can be resolved by the parties. In fine, the petitioner in this manner is only showing his arrogance to the effect that he is not willing to even now mitigate the suffering of the complainant from whom he purchased the vehicle on conditions which he did not follow faithfully thereafter. It is not the stage to automatically conclude that there was no bad intention on the part of the petitioner from the very beginning to cheat the complainant, because had his intention been honest, even now he could have sought to amicably resolve the dispute in a convenient manner.

[5]. In such circumstances, this certainly does not appear to be a fit case for granting the extraordinary relief of anticipatory bail to a person, who apparently not only practiced deception by taking possession of the vehicle on condition which he did not honour subsequently, but is also

unwilling to do so even at this stage.

[6]. Dismissed.

03.12.2021 **(SUDIP AHLUWALIA)**
Bhumika **JUDGE**

1. Whether speaking/reasoned: Yes/No
2. Whether reportable: Yes/No