

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

CRM-M-5998-2021 (O&M)

Date of Decision:- 14.2.2022

Rakesh Kumar @ Rakesh Jain

... Petitioner

Versus

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. S.S.Dinarpur, Advocate for the petitioner.

Mr. Rajiv Sidhu, DAG, Haryana,
assisted by SI Gurmej.

Mr. Amit Rana, Advocate for the complainant.

(proceedings conducted through video conferencing)

GURVINDER SINGH GILL, J.

1. The petitioner has approached this Court seeking grant of anticipatory bail in a case registered against him vide FIR No. 123 dated 19.12.2020 under Sections 406, 420, 468 and 506 IPC at Police Station Sector 17, HUDA, Jagadhri, District Yamuna Nagar.
2. The FIR was lodged at the instance of Manpreet Singh who alleged that he had entered into an agreement with Rakesh Jain for purchasing a plot measuring 250 square yards in Village Bilaspur, District Yamuna Nagar for a consideration of ₹18,45,000/- on 4.6.2014. Although, the complainant had made payment of the entire sale consideration but no specific date was fixed for execution of the sale deed and it was settled that the complainant (purchaser) may get the sale deed executed at any time and in favour of any

person. The complainant alleged that later when he contacted the accused for getting the sale deed executed and registered, the accused kept on postponing the matter and did not get the needful done despite being served with a legal notice. Later, the complainant came to know that the property agreed to be sold to him infact was not owned by him and that Rakesh Jain had defrauded him. When the complainant moved an application to the police, the matter was compromised and the accused agreed that he would get the sale deed registered and will also repay the remaining amount by 31.7.2019 but he did not keep up his promise.

3. The learned counsel for the petitioner has submitted that the petitioner has falsely been implicated in the present case and that even if the allegations as levelled in the FIR are taken to be correct, the same, at best, would constitute civil liability only and that no criminal offence is made out. The learned counsel has further submitted that in any case the petitioner even as of now is willing to compromise the matter on the terms as had been recorded in the statement of the petitioner Rakesh Jain (Annexure P-6) and the statement of the complainant Manpreet Singh (Annexure P-7) recorded before police which also finds mentioned in the inquiry report dated 30.5.2019 (Annexure P-8).
4. On the other hand, the learned State counsel assisted by counsel for the complainant has opposed the petition on the ground that it is not merely a case of non-performance of an agreement to sell but is a case where the petitioner entered into an agreement on the basis of impersonation as has been found during the course of investigation. The learned State counsel has pointed out that upon perusal of the revenue record in the shape of

jamabandi, it was found that the petitioner/accused is not the registered owner of the property in respect of which he had entered into agreement to sell dated 4.6.2014.

5. I have considered rival submissions addressed before this Court.
6. Keeping in view the fact that the petitioner, as per report of the Tehsildar based on *jamabandies*, is not stated to be owner of the property in question in respect of which he entered into an agreement on 4.6.2014 for sale of the same to the complainant, the case in hand cannot be said to be a case simpliciter of non-performance of an agreement but is a case of cheating. In these circumstances, this Court finds that it is a case justifying custodial interrogation.
7. The petition is sans merit and the same is hereby dismissed.

14.2.2022

kamal

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No