

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

**CRM-M-25038-2022
DECIDED ON:10th JUNE, 2022**

DINKAR YADAV

.....PETITIONER

VERSUS

STATE OF HARYANA

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL.

Present: Mr. Sanjeev Kumar Panwar, Advocate
for the petitioner.

Mr. Amit Aggarwal, DAG, Haryana.

Mr. Sanjay Vashisth, Advocate
for the complainant.

SANDEEP MOUDGIL, J

The instant petition under Section 438 Cr.P.C. has been filed for grant of anticipatory bail in case bearing FIR No. 117, dated 29.04.2022, under Sections 406, 420, 506 and 120-B-B of IPC, registered at Police Station Sector 40, District Gurugram, Haryana.

The brief facts of the case are that the present FIR was registered on the basis of complaint moved by Yogesh Bhardwaj under Section 156(3) Cr.P.C. on the allegations that he is friend of Dinkar Yadav since many years and used to have several transactions with him. In the year 2018 Dinkar Yadav introduced him with Manish Chaudhary and revealed that Manish deals in properties and in his sight there is a very good location

in DLF Phase-II, Gurguram for running a PG (paying guest) and the same is available on rent. On the assurance given by both the accused the complainant gave a cheque No. 88455 for an amount of Rs.9 lacs to Manish Chaudhary and the same was encashed in favour of Shakuntla Yadav. After some days when the complainant asked for the lease deed/rent agreement from Manish Chaudhary, he informed that the land lady has agreed to execute the lease deed in favour of Manish Chaudhary only. When the complainant asked Manish Chaudhary to refund his money then Manish Chaudhary and Dinkar Yadav told him that they would give the share of profits of PG and whenever PG will be vacated, the money will be refunded to the complainant. Neither the money was refunded nor any profit was given to the complainant. Accordingly both the accused had cheated the complainant and they have committed breach of trust.

Learned counsel for the petitioner submits that the petitioner has been falsely implicated in the present case. The dispute is between the complainant and Manish Chaudhary, which is of civil nature and he has nothing to do with the allegations. Moreover, he was neither the beneficiary nor any amount is encashed in his account. There is a huge delay of more than 3 years in lodging the FIR.

Learned State counsel as well as counsel for the complainant opposes the prayer made in the present petition. It is submitted that the petitioner had prepared the rent agreement from the period 15.08.2017 to 14.08.2018 by forging the signatures of Jyoti Sharma, however, no house was found to be constructed upon the said property and it was only a vacant plot. Learned State counsel as well as counsel for the complainant further

submits that Jyoti Sharma sent an e-mail to the police stating that she has nothing to do with the agreement and her signatures are forged. Further submit that the documents have been used to obtain the GST registration.

The petitioner is not co-operating in the investigation. The petitioner has received the rents accruing out of the property and also seen to have obtained the GST number for his proprietorship M/s R.D. Residency on the strength of a rent agreement regarding plot No.112, Sector 45, Gurugram, which in itself is suspected to be fake as Jyoti who is shown as lessor also sent an e-mail to the police alleging therein that she has nothing to do with the agreement and her signatures are forged.

Allegations against the petitioner are serious in nature. The custodial interrogation of the petitioner is necessary to facilitate a thorough probe as also to discover the whereabouts of the co-accused Manish Chaudhary.

In view of afore-said facts and circumstances, the present petition is dismissed.

10th JUNE, 2022

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(SANDEEP MOUDGIL)

JUDGE

Whether speaking/reasoned *Yes/No*

Whether reportable *Yes/No*