

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M No.33732 of 2021

Date of Decision: 09.02.2022.

Avnish Jain & Another

...Petitioners

Versus

State of Haryana

...Respondent

(Heard through Video-Conferencing)

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present: Mr. Tanmoy Gupta, Advocate,
for the petitioners.

Ms. Ambika Sood, Additional Advocate
General, Haryana.

Mr. Amit Choudhary, Advocate,
for the complainant.

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MEENAKSHI I. MEHTA, J.

Apprehending their arrest in the criminal case arising out of the FIR bearing No.335 dated 04.09.2020 registered at Police Station Faridabad Central, District Faridabad under Sections 406, 420 & 506 read with Section 34 IPC, both the petitioners have joined hands to move this petition for seeking the relief of anticipatory bail.

Shorn and short of unnecessary details, the allegations, as levelled by complainants Amar Parsad and Ramawati Devi in the subject FIR, are that both the petitioners entered into an Agreement to Sell with them in respect of a plot, situated in Sector 89, Faridabad, for a sum of Rs.37.50 lac and they paid a sum of Rs.3.75 lac to them (petitioners) as

earnest money. However, at the stipulated time, the petitioners refused to get the sale deed registered in their favour while saying that the value of the plot had increased and therefore, they would execute the sale deed only on receiving the sale consideration as per the increased rate. Accordingly, one fresh Agreement to Sell was executed in respect of the said plot while enhancing the sale consideration to the tune of Rs.71.50 lac. The petitioners received a total amount of Rs.33.25 lac from them on different occasions but they neither got the sale deed registered within the stipulated period nor returned their above-said amount and rather, on their asking them (petitioners) for the refund of the same, they threatened them with dire consequences.

Reply has already been filed on behalf of the respondent-State, by way of the affidavit of Assistant Commissioner of Police, Central, Faridabad.

I have heard learned counsel for the petitioners as well as learned State counsel (assisted by learned counsel for the complainant) in the instant petition and have also perused the file thoroughly.

Learned counsel for the petitioners has contended that the amount of sale consideration had been enhanced at the instance of the complainants-vendees only and the petitioners could not get the sale deed registered in their (complainants') favour because of a dispute having arisen between them and the Builder/Developer, i.e BPTP and therefore, they are not at fault for the non-registration of the sale deed in favour of the complainants and in these circumstances, they deserve the relief as prayed

for in this petition.

Per-contra, learned State counsel has argued that the petitioners pressurized the complainants to enhance the amount of sale consideration and executed the second Agreement to Sell in respect of the above-said plot and they received a total amount of Rs.33.25 lac from the complainants despite knowing well that they would not be in a position to get the sale deed registered within the agreed period and they have, thus, duped the complainants of the afore-said amount and keeping in view the gravity of the offence committed by them, this petition be dismissed.

Concededly, the amount of sale consideration for the above-mentioned plot was, initially, agreed to be Rs.37.50 lac but later-on, the same was enhanced to Rs.71.50 lac as mentioned in Annexure P-4, i.e the copy of the subsequent Agreement to Sell. Though, the petitioners claim that the said amount had been enhanced at the instance of the complainants but this plea does not seem to be cogent and plausible at all because in normal course of events, no vendee would himself/herself offer to enhance the amount of sale consideration as supposed to be paid by him/her and that too, to the extent of almost double the amount as initially agreed to be paid for the same property.

As regards the contention qua the inability of the petitioners to get the sale deed registered in favour of the complainants due to a dispute having arisen between them and the said Developer/Builder, the same also does not suffice at all to explain the said default on their part because the fact remains that in such an eventuality, the petitioners have failed to refund

the said amount to the complainants.

Keeping in view the above-discussed facts and circumstances as well as the gravity of the offence as alleged to have been committed by the petitioners, this Court is of the considered opinion that they (petitioners) do not deserve the relief of anticipatory bail. Resultantly, the petition in hand stands dismissed.

However, it is clarified that nothing contained here-in-before shall be construed to be an expression of the opinion of this Court on the merits of the case.

(MEENAKSHI I. MEHTA)
JUDGE

09th February, 2022.
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Whether speaking/reasoned?	Yes
Whether Reportable?	No