

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

**CRM-M-48942-2022
DECIDED ON: 28.10.2022**

SANJAY KUMAR

.....PETITIONER

VERSUS

STATE OF HARYANA

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Namit Khurana, Advocate for the petitioner.

Mr. Saurav Girdhar, AAG, Haryana.

SANDEEP MOUDGIL, J. (ORAL)

This is a petition seeking regular bail in FIR No.161, dated 26.04.2022, under Sections 406, 420, 467, 468, 471, 506 of the Indian Penal Code, 1860, registered at Police Station Gandhi Nagar, District Yamuna Nagar.

2. The present FIR has been registered on a complaint filed by the complainant-Rashpal on the allegations that the complainant met the petitioner Sanjay Kumar, who told him that he, along with Kiran Pal, does the work of property dealer, he and Kiran Pal met the complainant in November, 2019, and exhibited one plot measuring 210 square yards situated near Jammu Colony to the complainant and the petitioner, along with Kiran Pal agreed, to sell the same for Rs.5500/- per square yards to the complainant. The plot number was told to the complainant as Plot No.40, measuring 210 square yards. It is further alleged that he and Kiran Pal told the complainant that the owner of the plot is Sangita Malik and she had entered into an agreement dated 22.08.2013, with the petitioner for sale of the above said plot. In pursuance to the agreement dated 22.08.2013, the

petitioner gave full and final payment to Sangita. The petitioner, along with Kiran Pal, also showed the complainant, a copy of agreement executed with Sangita. Thereafter, the petitioner entered into an agreement dated 25.12.2019, for the sale of plot No.40 with the complainant and his son Jatinder and received Rs.1 lac as earnest money and date of registration of sale deed was fixed as 25.02.2020. Thereafter, the complainant asked the petitioner to get the sale deed executed in his favour from Sangita, however, the petitioner kept the matter pending. On demand of the petitioner, complainant gave various amount to him on different dates but the petitioner did not execute the sale deed on one pretext or the other. Upon getting information under RTI Act, complainant came to know that the petitioner and Kiran Pal had entered into agreement dated 25.12.2019, with the complainant only with the intention to cheat him and to misappropriate the earnest money of the complainant. When, the complainant demanded Rs.2,30,000/- from the petitioner back, then the petitioner threatened to kill him and to implicate him in a false case. A complaint was given to the police against the petitioner and Kiran Pal, where after compromise dated 15.02.2021 was effected and amount of Rs.2,30,000/- was agreed to be returned by 30.04.2021 by the petitioner and Kiran Pal, but still no money was returned to the complainant. The cheques, which were handed over by the petitioner to the complainant, were dishonoured upon presentation before the Bank.

3. Learned counsel for the petitioner submits that on the basis of agreement to sell in favour of the petitioner dated 22.08.2013, the petitioner entered into an agreement to sell with the complainant on dated 25.12.2019,

however, due to Covid-19, said Sangita Malik could not get the sale deed executed in favour of the petitioner and on 25.06.2020, stamp papers were purchased in the name of the petitioner for getting the sale deed registered and said Sangita Malik herself appeared for the said purpose but due to change of residential address unreasonably doubt was created and sale deed was not executed. It has been submitted by the learned counsel for the petitioner that though the complainant himself was present along with the petitioner for execution of sale deed in favour of the petitioner so that same may further be executed in favour of the complainant. He has submitted that the complainant himself created unnecessarily hindrance in executing of sale deed in favour of the petitioner and now he wants to take benefit of his own wrongs and the complainant had also instituted the complaint under Section 138 of the Negotiable Instruments Act, with similar allegations against the petitioner. Learned counsel for the petitioner contends that the petitioner has been falsely implicated in the present case as he has no role to play and the present FIR has been falsely registered against him. It is submitted that the matter has already been compromised between the complainant and the petitioner. It has further been submitted that the petitioner is in custody since 15.07.2022; nothing is to be recovered from the petitioner; investigation in the present case is complete; challan stands already presented.

4. On the other hand, learned State counsel has produced custody certificate of the petitioner today in the Court and the same is taken on record. As per the custody certificate, the petitioner has completed total actual sentence of 3 months and 12 days. He submits that the allegations against the petitioner are serious in nature and the petitioner is not entitled to get

the concession of regular bail.

5. Considering the facts and circumstances of the case, this Court is of the considered opinion that the allegations against the petitioner are serious in nature and there is every possibility that he can jump the bail. Moreover, the charges are yet to be framed. It is abundantly clear that initially a compromise dated 15.02.2021, was effected between the parties but the cheques issued by the petitioner were dishonoured in spite of the said compromise, which shows the dishonest intention of the petitioner that he does not want to return the money.

6. In view of the discussions made hereinabove and also keeping in view the conduct of the petitioner, no ground for grant of concession of regular bail is made out.

7. Dismissed.

28.10.2022

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(SANDEEP MOUDGIL)
JUDGE

Whether speaking/reasoned *Yes/No*

Whether reportable *Yes/No*