

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

Sr. No.103

CRM-M-6483-2023

Date of Decision : February 07, 2023

Malkit Singh

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE SUDHIR MITTAL

Present: Mr. Dheeraj Mahajan, Advocate, for the petitioner.
Mr. Harkanwarjit Singh, AAG, Punjab.
Mr. Inderjit Sharma, Advocate, for the complainant.

SUDHIR MITTAL, J. (ORAL)

The petitioner seeks anticipatory bail in FIR No.11, dated 25.01.2023, registered at Police Station Dasuya, District Hoshiarpur, under Sections 420 & 406 IPC.

According to the FIR, the petitioner induced the complainant to purchase property jointly. A sum of Rs.10.3 lacs was paid by the complainant at different times but the agreement to sell was executed only in the name of the petitioner. Finally, the deal did not materialise and the complainant demanded return of his money but the same was not returned.

Learned counsel for the petitioner has submitted that the allegations in the FIR show that there were monetary dealings between the petitioner and the complainant. Facts have been twisted to show criminal intention. After the deal fizzled out, the owner of the property issued a cheque of Rs.5 lacs in favour of the complainant but the same was dishonored. Liability for the same cannot be imposed upon the petitioner. The complainant stole a cheque book of the petitioner about a year before the presentation of the cheque of Rs.5 lacs. A report of the cheque book

having been lost was registered with the police and thus, the allegation in

the FIR that the cheque issued by the petitioner was dishonored is incorrect on the face of it.

As the Court was not inclined to agree with him, learned counsel for the petitioner had sought time to get instructions whether the petitioner was willing to return a sum of Rs.10.3 lacs. When the matter was taken up again, learned counsel for the petitioner has submitted that the case may be decided on merits.

The allegations in the FIR are clear and straight-forward. The complainant has said in no uncertain terms that the petitioner induced him to become a partner in purchase of property. Money was advanced but his name was not included in the agreement to sell. These allegations do not show that it was a pure money dispute. The petitioner has issued a cheque of Rs.5 lacs in favour of the complainant which in itself shows that he had received money from him. The fact that the owner of the property also issued a cheque in favour of the complainant strengthens this inference. The submission that the cheque book of the petitioner was stolen a year before presentation of a leaf therefrom cannot be believed as the petitioner did not inform his bank regarding the theft. No argument has been raised that money was borrowed for purchase of property and thus, the submission that the petitioner has been framed by the complainant is not acceptable.

The petition has no merit and is dismissed.

February 07, 2023

Ankur

**(SUDHIR MITTAL)
JUDGE**

Whether speaking/reasoned

Yes

Whether Reportable

No