IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Neutral Citation No. 2023:PHHC:162788
CRM-M-17578-2022
Reserved on: December 15, 2023
Date of Decision: December 19, 2023

Rajnish Nanda …Petitioner

Versus

The State of Punjab …Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present: - Ms. Naveen Malik, Advocate for the petitioner.

Mr. M.S. Nagra, AAG, Punjab.

Mr. Kunwar Rajan, Advocate for the complainant.

DEEPAK GUPTA, J.

By way of this petition filed under Section 438 Cr.P.C., petitioner prays for grant of anticipatory bail in case FIR No.79 dated 30.12.2021, under Section 420 of IPC, registered at Police Station Block Majri, District SAS Nagar, Mohali.

2.1 As per prosecution case, complaint was made by Barinda Gangta wife of Jagat Ram Thakur to the police, as per which a built up house measuring 8 Marlas was agreed to be purchased from accused Rajnish Nanda (petitioner) for consideration of ₹70 lacs. ₹20 lacs were paid as earnest money. It was clearly mentioned in the agreement that petitioner was absolute and undisputed owner of house, which was free from all sorts of demands, charges, claims, liens, encumbrances etc. Revenue record was also inspected, which did not disclose any lien or encumbrances. Sale deed was executed on 30.05.2016 and balance amount of ₹50 lacs was paid. Physical possession of the house was delivered and the complainant along with her family shifted to the house. It is in November, 2020 that officials of PNB Housing Finance Ltd., Chandigarh visited the house of the complainant and disclosed that house in question was mortgaged with the bank, as the petitioner had obtained loan from the said bank i.e., PNB Housing Finance Ltd. The complainant again visited the Tehsil office and information was provided that there was no lien marked in the name of PNB Housing Finance Ltd. Prayer was made to take action against petitioner Rajnish Nanda, his wife and officials of PNB Housing Finance Ltd.

2.2 The matter was enquired into. It was found that house in question was sold for ₹70 lacs. Petitioner has received the entire sale consideration, as per the inquiry, but had not disclosed that he (petitioner) had borrowed an of amount ₹16 lacs from PNB Housing Finance Ltd. and had not paid the said loan. On conclusion of the inquiry, FIR was registered.

3. It is contended by learned counsel for the petitioner that petitioner has been falsely implicated; that only amount of ₹60 lacs was paid by Jagat Ram Thakur, the husband of complainant to the petitioner and that ₹10 lac was still to be paid. Instead of paying the amount of ₹10 lacs, a false complaint has been made.

4. Vide order dated 28.04.2022, this Court issued notice of motion and in the meantime, admitted the petitioner to interim anticipatory bail with the further direction to join the investigation. On the next date of hearing, i.e., 24.05.2022, petitioner was directed take relevant instructions and to convey the Court regarding redemption of the mortgaged money. On the next date of hearing, i.e., 29.08.2022, it was informed by learned counsel for the petitioner that total outstanding as on date against the property in question was ₹14,05,904/- and that petitioner was having parleys with the bank for one time statement and in order to show his bonafide, he was ready to deposit an amount of ₹5 lacs with the bank on that day itself and sought

six weeks' time to place on record further developments. On this statement made by counsel for the petitioner, matter was adjourned to 28.10.2022. However, ever since 29.08.2022, when the statement was made on behalf of learned counsel for the petitioner, till date, what to talk of reaching at any settlement with the lending bank, petitioner has not even deposited an amount of ₹5 lacs till date, as per his undertaking. It is despite obtaining repeated adjournments from this Court. In between, the matter was also referred to the Mediation and Conciliation Centre, but the said efforts failed. Petitioner even failed to avail the last opportunity to settle the matter and is trying to just linger on the matter.

5. After considering submissions of both the sides and having regard to the conduct of the petitioner, as is reflected from all the proceedings as noticed above, this Court is not inclined to grant the benefit of anticipatory bail to the petitioner. The benefit of interim bail as granted to the petitioner vide order dated 28.04.2022, is hereby withdrawn.

Present petition stands dismissed.

Pending application(s) if any, stand(s) disposed of.

**December 19, 2023** **(DEEPAK GUPTA)**
sarita **JUDGE**

Whether reasoned/speaking: Yes/No
Whether reportable: Yes/No