

SOURAV KUMAR @ SAURABH VIJ

... Petitioner

Versus

STATE OF PUNJAB

... Respondent

CORAM:- HON'BLE MR. JUSTICE SANJIV BERRY

Present:- Mr. Ashish Naik, Advocate, for the petitioner.

Mr. Ankit Grewal, DAG, Punjab.

Mr. Amit Kumar Saini, Advocate for the complainant.

SANJIV BERRY, J (ORAL)

1. By way of the present petition filed under Section 438 Cr.P.C the petitioner is praying for anticipatory bail in the event of arrest in FIR detailed as under (Annexure P-1):-

FIR No.	Dated	Sections	Police Station
0147	12.07.2023	406, 420,120-B IPC	Kharar District SAS Nagar

2. In *nut shell* facts of the case are that on complaint moved by the complainant Seema Kaushal the instant FIR was registered, wherein it was alleged that she had purchased three flats in Kharar from her saving and also by taking loan from the Bank. The accused Sourav Kumar @ Saurabh Vij allured him to give her a plot in the Society called Palm Meadows in exchange of her three flats. Later, when the complainant asked him to get the



sale deed registered of the said plot he told that the land is not approved by the Government and instead assured to give her two constructed shops along with one plot in Sector 125, Sunny Enclave. The property given by the complainant valued around ₹80.5 lakhs but the accused has not given the property as promised. Thereafter, during course of inquiry a settlement was effected between the parties on 19.08.2022 wherein the complainant as well as the petitioner and Arvind Vij had put their signatures and by way of this settlement, it was promised that in exchange of taking three flats from the complainant the aforesaid persons will provide three shops but despite that the petitioner have not complied with the undertaking, therefore petitioner along with Arvind Vij had cheated the petitioner.

3. Learned counsel for the petitioner *inter alia* contends that the petitioner is innocent and has been falsely implicated in this case. He further contends that this case arising *inter se* the parties to the agreement is purely civil in nature, as such he prayed for grant of anticipatory bail to the petitioner.

4. *Per contra*, learned State counsel assisted by learned counsel for the complainant has assailed these arguments by referring to the reply dated 22.02.2024 and contends that petitioner and co-accused had cheated the complainant on the pretext of exchanging her property with the property of their Company, which they have not done and thus cheated the innocent complainant. They contend that custodial interrogation of the petitioner is required, as such, they prayed for dismissal of the present petition.

5. After considering the rival contentions and perusing the record, it transpires that the complainant had purchased three flats in Kharar and

petitioner along with co-accused Arvind Vij had allured the complainant on the promise of giving her a plot in Palm Meadows Society in exchange of her three flats. It has been further alleged that when petitioner failed to register the aforesaid property in the name of the complainant, they again promised to give her two built up shops and one unbuilt shop plot in Sunny Enclave, behind Sector 125. Petitioner had neither transferred the shops in the name of the complainant nor any electricity connection of the same was provided in last 5 years. During investigation, it has come on record that both the accused had entered into multiple settlements with the complainant to get some property in her name in exchange of her aforesaid properties, however the petitioner and co-accused had failed to comply with the same. Therefore, the act and conduct of the petitioner reveal that he along with co-accused has intentionally cheated and defrauded the innocent complainant of her hard earned money invested in three flats which they had taken on the pretext of giving her some property from their Company. They have neither delivered the property nor returned the amount earned from sale of the flats taken from the complainant. Considering the nature and gravity of offence, no case is made out in favour of the petitioner for grant of anticipatory bail, therefore, finding no merit in the petition, the same is hereby dismissed.

6. Any observation made above shall not be construed as opinion of this Court on the merits of the case.

(SANJIV BERRY)
JUDGE

01.08.2024

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| i) | Whether speaking/reasoned? | Yes/No |
| ii) | Whether reportable? | Yes/No |