



CRM-M-28952-2024

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

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Date of Decision:- 10.12.2024

Mangat Ram

....Petitioner

Vs.

State of Punjab

...Respondent

CORAM:- HON'BLE MRS. JUSTICE AMARJOT BHATTI

Present:- Mr. Aditya Dassaur, Advocate for petitioner.

Mr. Kewal Singh, Addl. A.G., Punjab.

Ms. Amandeep Soni, Advocate for the complainant.

AMARJOT BHATTI, J.

1. Petitioner Mangat Ram has filed petition under Section 438 of Cr.P.C. for grant of pre-arrest bail in FIR No.0072 dated 09.05.2024, under Sections 420 and 406 of IPC, registered at Police Station Bullowal, District Hoshiarpur.

2. As per facts of the case, Harmesh Kaur complainant filed written complaint that on 05.04.2023 agreement to sell was executed regarding purchase of 09 kanals of land in Village Sham Chaurasi, District Hoshiarpur at the rate of Rs.72,000/- per marla and she had paid Rs. 7,00,000/- to Mangat Ram as earnest money in the presence of witnesses. Date fixed for execution of sale deed was till 05.10.2023 but till date the sale deed has not been executed. Said Mangat Ram had executed agreement to sell on the basis of another agreement to sell dated 28.03.2023 in his favour



executed by the real owner Sodhi Singh. Later on it was disclosed that property was subject to mortgage in lieu of Rs.25,00,000/- with Punjab and Sind Bank, Tanda Road, Hoshiarpur. In this way she was cheated for a sum of Rs.7,00,000/- by accused Mangat Ram.

3. Learned counsel for petitioner argued that petitioner Mangat Ram has already returned some part of money and due to ill health he could not return the balance amount. Property was subject to mortgage, therefore, the sale deed could not be executed in favour of complainant otherwise he is ready to join the investigation.

4. Bail petition is opposed by learned counsel representing State as well as learned counsel for complainant. It is pointed out that matter was referred to Mediation and Conciliation Centre but petitioner never appeared. As a result, no talk regarding compromise could take place. Complainant has been defrauded for a huge amount which the petitioner has failed to return. Considering the aforesaid facts, he is not entitled to be released on anticipatory bail.

5. I have considered the aforesaid arguments and have gone through the record. Vide order dated 17.07.2024, matter was referred to Mediation and Conciliation Centre and till then his arrest was stayed. Learned counsel for petitioner had handed over draft of Rs.1,50,000/- to learned counsel for complainant on that day. Thereafter, on 01.10.2024 again another bank draft of Rs.2,00,000/- was given to the counsel for complainant. Date was extended for referring the matter to Mediation and Conciliation Centre. Ultimately, report is received that matter remained unsettled as petitioner did not appear.



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Considering the aforesaid factual position, it is clear that petitioner entered into an agreement to sell in favour of complainant on the strength of another agreement to sell in his favour executed by Sodhi Singh. Petitioner has not disputed that he received Rs.7,00,000/- as earnest money and as referred above Rs.3,50,000/- have been returned during the pendency of present bail petition. However, the matter could not be finally decided despite availing numerous opportunities. Considering the specific allegations and the huge amount involved in this case, petitioner is not entitled to the discretionary relief of anticipatory bail and accordingly his bail petition is declined.

6. Pending miscellaneous application(s), if any, stand disposed of accordingly as well.

10.12.2024

Sunil Devi

(AMARJOT BHATTI)
JUDGE

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