215 (2 cases)

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Date of Decision:- 12.09.2024

(1)

CRM-M-31255-2024

K.C. Jha (Krishan Chandra Jha)

...Petitioner

Vs.

State of Haryana

...Respondent

(2)

CRM-M-37301-2024

Vinay Chandra Jha

...Petitioner

Vs.

State of Haryana

...Respondent

CORAM:-HON'BLE MRS. JUSTICE AMARJOT BHATTI

Present:- Mr. Shiv Kumar, Advocate
for petitioner(s) in both cases.

Mr. Kanwar Sanjiv Kumar, AAG, Haryana.

Mr. Ram Bilas Gupta, Advocate
for the complainant.

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AMARJOT BHATTI, J.

1. The petitioners – K.C. Jha (Krishan Chandra Jha) and Vinay Chandra Jha have filed separate petitions under Section 438 Cr.P.C. for grant of anticipatory bail in FIR No. 280 dated 21.03.2024 under Sections 418, 420, 120-B of Indian Penal Code, 1860, registered at Police Station Palla, District Faridabad, Haryana.

Both aforementioned petitions have arisen out of same FIR, therefore, taken up together for disposal. For the convenience of this Court, documents referred in CRM-M-31255-2024 will be referred in present order.

2. Brief facts of case are that Kailash Chander complainant filed written complaint against Vinay Chandra Jha and K.C. Jha, sons of Vijay Kant Jha and partners of M/s Purvanchal Estate, with the allegation that complainant Kailash Chander had agreed to purchase a plot of 300 Sq. Yards for a sum of ₹35 lakhs vide agreement to purchase dated 09.04.2014, out of which ₹30 lakhs were paid in advance and balance payment was to be made at the time of execution of registration of sale deed. Complainant requested several times to execute sale deed. However, he came to know that accused have sold the said plot to someone else by committing fraud and forgery with present complainant and further refused to return the amount. Matter was inquired and thereafter, present FIR has been registered.

3. Learned counsel for petitioner(s) argued that all the allegations levelled against them are false and without any basis. In-fact, petitioners in both petitions are brothers and partners of M/s Purvanchal Estate and had purchased land measuring 18 Kanal 2 Marlas, out of 45 Kanal 19 Marlas to the extent of 5/12 share in village Tilpat, Tehsil and District Faridabad vide sale deed dated 28.02.2013, which is Annexure P-2. Complainant trapped both petitioners and lend him ₹20 lakhs on 08.05.2013 and ₹10 lakhs on 25.12.2013 on interest basis and got executed agreements of plots of land as well as General Power of Attorney by way of security. Complainant had

already received ₹24,55,000/- and he is still claiming ₹30 lakhs or land from petitioners. Petitioners have placed on record copy of ledger, Annexure P-4. A false FIR has been got registered. They were forced to pay ₹10,90,000/- in police station. Therefore, complainant is in illegal possession of their land measuring 110 Sq. Yards and also sale agreements and General Power of Attorney regarding 650 Sq. Yards. They have not committed any offence. Learned counsel has relied upon the judgment of **Hon'ble Supreme Court of India** in **2021(4) R.C.R.(Criminal) 573**, case titled "**Mitesh Kumar J. Sha Versus State of Karnataka & Ors.**", where in a petition for quashing of FIR, it was held that "*mere breach of contract cannot give rise to criminal prosecution for cheating unless fraudulent or dishonest intention is shown right at beginning of transaction*". It is argued that petitioners are ready to join investigation. Therefore, their anticipatory bail petitions may be allowed.

4. Status report(s) filed in both bail petitions, taking the stand that matter was duly inquired and thereafter, FIR was registered. During investigation, agreements dated 09.04.2014 and 02.06.2015 and General Power of Attorney dated 26.10.2016 were taken into police possession. Despite these documents, petitioners did not execute sale deed nor return the earnest money, rather, sold the property to third person. Specific role is attributed to both petitioners. They are required to join the investigation. Huge amount is involved. Apart from this, both petitioners are involved in other FIRs registered with the allegation of cheating etc. which are detailed in status report. Therefore, they are not entitled to concession of anticipatory bail.

5. I have considered the arguments and have also gone through petition(s) filed by both petitioners, which shows that execution of agreement dated 09.04.2014 is not clearly disputed by petitioners. Rather petitioners are making reference to some understanding with father of complainant alleging that he had agreed to give possession of land approximately 200 Sq. Yards. Regarding this fact, there is no writing on record. Rather they themselves referred to other documents in the shape of agreement regarding sale of land as well as General Power of Attorney in favour of complainant but they alleged that these documents were scribed by way of security to loan raised by petitioners. Therefore, deal regarding sale of property as well as money transactions are admitted by petitioners. Neither sale deed is executed nor full money is returned. Rather as per allegations in FIR, property is sold to some third person. Matter requires thorough investigation. Huge amount is involved.

6. Considering the nature of allegation and its gravity, I do not find a fit case for grant of anticipatory bail to both petitioners. Therefore, anticipatory bail petitions filed by petitioners - K.C. Jha (Krishan Chandra Jha) and Vinay Chandra Jha are accordingly dismissed.

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

12.09.2024 **(AMARJOT BHATTI)**
lalit **JUDGE**

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