



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

128

CRM-M-38571-2024
Date of decision: August 8th, 2024

Jitender Kumar Saini @ Jitender Saini

.....Petitioner

Versus

State of Haryana

.....Respondent

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present: Mr. Govind Arora, Advocate
for the petitioner.

MANJARI NEHRU KAUL, J. (ORAL)

Petitioner is seeking the concession of anticipatory bail under Section 438 of the Code of Criminal Procedure, 1973 in case FIR No.137 dated 28.04.2024 under Sections 406, 420, 468, 471, 120-B of the IPC, registered at Police Station Naraingarh, District Ambala.

2. Learned counsel for the petitioner submits that a civil dispute has been intentionally twisted and given a criminal colour. It has also been submitted that there was some misunderstanding between the parties, which has since been removed and the only role if at all attributed to the petitioner was receiving ₹30 lakh qua some piece of land, which was to be adjusted against the land purchased by him from the original seller.

3. Notice of motion.

4. On the asking of the Court, Ms. Trishanjali Sharma, Deputy Advocate General, Haryana, accepts notice on behalf of the

State.

5. Mr. Krishan Singla, Advocate, has entered appearance along with the complainant in person and filed his power of attorney, which is taken on record. Learned counsel for the complainant has vehemently opposed the prayer and submissions made by the counsel opposite by contending that in fact, no compromise has been affected between the petitioner and the complainant and factually incorrect submissions have been made. It has also been submitted that the complainant has been cheated of Rs.30 lakh and the alleged transaction was not in cash; it is a matter of record that the money was directly deposited into the account of the petitioner.

6. I have heard learned counsel for the parties and perused the relevant material on record.

7. Before proceeding further, it would be apposite to reproduce the FIR (Annexure P-1), which is as under:-

“Sir, copy of application No. 45 NGARH DT 20.03.2024 Office of the Superintendent of Police, Ambala is as follows- To Sir, SP Saheb, Ambala, Subject: Application against Jitender Kumar Saini (80535-28295) son of Rameshwar Das, resident of village Chhapra, Tehsil Ladwa, District Kurukshetra and Chattar Pal (87087-88556) son of Ramesh Kumar, resident of village Andheri, Tehsil Narayangarh, District Ambala and Ravinder Kumar (94675-38155) son of Jasmer Singh, resident of village Andheri, Tehsil Narayangarh, District Ambala, regarding committing fraud and embezzling Rs. 73,50,000/- of the applicant and taking action against them. Shri Maan Ji I request that I, the applicant Pradeep Kumar, son of Ami Chand, am a resident of village Bhurewala, Tehsil Narayangarh, District Ambala and I am a farmer. I had sold my 3 acres of land in village Bhurewala about 5 months which is of 2 crore rupees, out of which I got about 50 lakh rupees in cash on sale and I wanted to buy more land, during which I met the culprit Ravinder and

he said that about six and a quarter acres are for sale in village Andheri, which I can get for you at a fair rate, Ravinder took me to village Andheri to show me the land in the first week of May 2023, where Ravinder introduced me to the owner of the land, Chhattar Pal, son of Ramesh Kumar, I liked the land, Chhattar Pal told me that I have already sold the land to Jitender by way of entering into an agreement with the intention of selling it, you should talk to Jitender. After this Ravinder took me to the accused Jitender who showed me the agreement of earnest money dated 04.01.2023 with Chhattar Pal on which Chhattar Pal's sisters Usha Devi, Rajesh Kumari, Neetu, Sanjana and mother Mahindra Devi had signed which was for Rs 27,40,000/-. Jitender said that I do not have money for registration, I will give you this land, you just make an agreement with me, the responsibility of registration will be mine. Jitender told me that I have given an earnest money of Rs 30 lakh to Chhattar Pal, you give Rs 40 lakh to Chhattar Pal, my earnest money will be cancelled and then I will get the registry of this land done in your name from Chhattar Pal. I fell into the trap of the accused and my deal was fixed with Jitender at the rate of Rs. 26,90,000/- per acre and on 10.05.2023, an agreement was written with me Pradeep in Tehsil Narayangarh. On the same day, I gave Rs. 37,00,000/- in cash at Ravinder's house in Andheri village and gave a cheque of Rs. 3 lakhs to Pradeep Kumar. Chhattar Pal and Ravinder were also present on the spot. Ravinder signed as witnesses but Chhattar Pal deliberately did not sign the agreement. The date of registration was fixed as 30.10.2023. The accused returned the cheque of Rs. 3 lakhs to me and took Rs. 3 lakhs in cash from me. In this way, the accused took a total of Rs. 40,00,000/- in cash. That on 16.09.2023, Chhattar Pal took Rs. 3,50,000/- in cash from me and a receipt was also written in this regard on which Chhattar Pal signed. After this, Chhattar Pal through RTGS Cheque No. 89199, 89200, Rs. 10 lakh each, i.e. a total of Rs. 20 lakh received on 25.10.2023 in his account on the pretext that there is a loan on the land and I have to repay the loan so that your registry can be done, and in this regard, Chhattar Pal got written receipt on the back of the agreement and extended the date of registry till 30.11.2023. After this, on 20.11.2023, Chhattar Pal received through cheque number 89203, 89202 -Rs 5 lakh each, i.e. a total of Rs 10 lakh from my account to his account

through RTGS, saying that I have to return Jitender's money and on the same day 20.11.2023, the accused Chhatar Pal and Jitender also signed and gave me a receipt of Rs 73,50,000/-, which was witnessed by Ravinder, the date of registration was extended from 30.10.2023 to 11.12.2023. That after this, on 11.12.2023, I was present in the Sub Registrar "DL office" with the outstanding amount, but the accused did not come to the tehsil to get the registration done. After waiting for them, I marked my presence with an affidavit to the Tehsildar Sahab to get my presence confirmed. Which the Tehsildar returned by writing that there is no provision for verifying attendance in the Registration Act. That after this I convened a Panchayat in village Andheri on 19.02.2024 in which Jitender came who assured me in writing that I will return the entire amount on 25.02.2024 but till date the accused has neither got the land registered in my name nor returned my Rs 73,50,000/- and they duped me in connivance with each other and all the three accused have cheated me of Rs 73,50,000/-. I have video recording of the accused taking the money and also photos which I will present at the time of investigation. That the accused have neither paid the loan for the land till date and if I ask for my money back, they threaten to kill me. Therefore, I request you to take strict action against the culprits and get my money or land back to me and get me justice."

8. In the facts and circumstances as enumerated hereinabove, and the role attributed to the petitioner, no ground is made to extend the extraordinary concession of bail to the petitioner.

9. The instant petition stands dismissed.

10. However, it is made clear that anything observed hereinabove shall not be construed to be an expression of opinion on the merits of the case.

August 8th, 2024

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**(MANJARI NEHRU KAUL)
JUDGE**

Whether speaking/reasoned : Yes

Whether reportable : No