



In the High Court for the States of Punjab and Haryana
At Chandigarh

CRM-M-44558-2024 (O&M)
Date of Decision:-3.12.2024

Om Parkash Sachdeva ... Petitioner

Versus

State of Punjab ... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Surjit Singh Swaich, Advocate,
Ms. Deepika, Advocate,
Ms. Ishani Goyal, Advocate and
Ms. Deepa Negi, Advocate for the petitioner.

Mr. Prabhdeep Singh Dhaliwal, AAG, Punjab.

FIR No.	Dated	Police Station	Section/s
45	6.6.2024	Banur, Patiala	406, 420, 506 and 120-B of Indian Penal Code

GURVINDER SINGH GILL, J. (Oral)

1. The petitioner seeks grant of regular bail in respect of the aforementioned FIR.
2. The FIR in question was lodged at the instance of Sham Sunder Wadhwa, wherein he alleged that he had entered into an agreement dated 21.4.2023 (Annexure P-2) with Om Parkash (petitioner), his wife Usha Rani and his sister Sudesh Rani for purchase of land measuring 30 kanals 5 marlas @ Rs.1 crore per acre and in respect of which the complainant paid an amount of Rs.80 lakhs as earnest money. It is alleged that the last date fixed for execution of the sale deed was 24.10.2023 and that since 24.10.2023



happened to be a gazetted holiday, the complainant got his presence marked before the Sub-Registrar on 25.10.2023 and 26.10.2023, but the other party did not turn up. It is further alleged that when he asked the said accused persons/sellers to execute the sale-deed, they issued threats to him for getting him falsely implicated in some case by falsely levelling allegations of outraging the modesty of a woman.

3. Learned counsel for the petitioner submitted that the petitioner has been falsely implicated in the present case and that even if all the allegations are taken to be correct, it is at best a case of some civil liability in respect of the loss, if any, which the complainant may have suffered on account of sale deed in question not having been executed in his favour. Learned counsel submitted that as a matter of fact the complainant had given only an amount of Rs.10 lakhs as earnest money though he claims to have given an amount of Rs.80 lakhs and that since no receipt was executed in respect of receipt of money, it is apparent that the FIR has been lodged by levelling false allegations.
4. Opposing the petition, learned State counsel assisted by learned counsel for the complainant submitted that while it is indeed a case arising out of an agreement for sale of land, but the act and conduct of the petitioner shows that the agreement in question had been entered into simply to deprive the complainant of huge amount of money. It has been submitted that as a matter of fact there is ample evidence to show that an amount of Rs.80 lakhs had been passed on to the petitioner, whereas now the petitioner has taken a false stand that only an amount of Rs.10 lakhs had been received by him and that the petitioner is simply trying to wriggle out the agreement as the prices of



land in the area had shot up pursuant to an announcement having been made by the Government in August 2024 to the effect that Rajpura is to be declared as one of the “Industrial Smart Cities” amongst 12 such cities approved in India and is to be setup as an ‘Integrated Manufacturing Cluster (IMC)’ on 1100 acres of land in Rajpura, which is part of Amritsar-Kolkata Industrial Corridor (AKIC).

5. This Court has considered rival submissions addressed before this Court.
6. While it is correct that in the first blush, the facts certainly suggest that it is a case which would exclusively attract civil liability, but upon scrutinizing the facts a little minutely, the fraudulent intention of the petitioner can be discerned inasmuch despite having executed agreement dated 21.4.2023 (Annexure P-2), wherein there is a specific recital regarding receipt of an amount of Rs.80 lakhs as earnest money, the petitioner has come up with a stand that he had received only an amount of Rs.10 lakhs. It is highly unlikely that the petitioner would have entered into an agreement for sale of land worth about 4 crores by accepting a meager earnest money of Rs.10 lakhs only. Further there are specific allegations against the accused to the effect that he threatened the complainant with dire consequences of getting him implicated falsely in some case pertaining to molestation of a woman, when the complainant had insisted upon execution of sale deed.
7. The challan in the present case is yet to be presented. Under these circumstances, this Court does not find any special case for grant of bail to the petitioner. The instant petition, as such, is found to be sans merit and is hereby dismissed.



CRM-M-44558-2024 (O&M) (4)

8. Since the petitioner who is present in person and identified by learned counsel for the petitioner, is in protective custody of the Court, as has been specifically ordered by Hon’ble the Supreme Court in its order dated 27.11.2024, it shall be open to the State to take necessary steps as warranted under law pursuant to dismissal of the instant petition.

3.12.2024
Pankaj

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned	Yes / No
Whether Reportable	Yes / No