

202-1

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CRM-M-46932-2023

Date of Decision:-01.08.2024

ARVIND VIJ

... Petitioner

Versus

STATE OF PUNJAB

... Respondent

CORAM:- HON'BLE MR. JUSTICE SANJIV BERRY

Present:- Mr. Tara Chand Dhanwal, Advocate, for the petitioner.

Mr. Ankit Grewal, DAG, Punjab.

Mr. S.S. Rangi, Advocate for the complainant.

SANJIV BERRY, J (ORAL)

Learned counsel for the state has filed reply by way of affidavit dated 04.10.2023 of Deputy Superintendent of Police Sub-division, Kharar-I, District SAS Nagar, the same is taken on record. Copy thereof, has been supplied to the counsel opposite.

2. 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

3. 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 Saurabh 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 Saurabh Vij had cheated the petitioner.

4. Learned counsel for the petitioner *inter alia* contends that the petitioner has not committed any crime as alleged by the prosecution but has been falsely implicated in this case arising purely out of the financial transactions which can at the most be taken care of in a civil litigation. He submits that the petitioner is already on interim bail, as such he prays for grant of concession of anticipatory bail.

5. *Per contra*, learned State counsel assisted by learned counsel for the complainant has assailed these arguments by referring to the reply



dated 04.10.2023 and contends that the petitioner and co-accused had cheated the complainant on the pretext of exchanging her property with the property of their Company. They contend that the petitioner was granted concession of interim bail on his assurance given in the Court that he is ready and willing to transfer three shops to the complainant within a period of two months but he failed to do so. They contend that petitioner despite being case referred to Mediation and Conciliation Centre of this Court, petitioner failed to appear and get the property transferred as per his undertaking on the basis of which the interim bail was granted. They contend that considering the nature and gravity of offence petitioner do not deserve concession of anticipatory bail, as such, they prayed for dismissal of the present petition.

6. After considering the rival contentions and perusing the record, it transpires that during course of proceedings in the present case on the insistence of learned counsel for the petitioner showing the intention to settle the dispute, this Court granted concession of interim bail to the petitioner vide order dated 17.10.2023. Subsequently, on 10.01.2024 on joint request of both the parties the matter was referred to the Mediation Centre of this Court.

7. It is evident that the complainant had purchased three flats in Kharar and petitioner along with co-accused Saurabh 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.

8. 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

Gyan

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