



203

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-52295-2024 (O&M)

Date of decision: 02.12.2024

JANAK ADLAKHA

....Petitioner

Versus

STATE OF HARYANA

....Respondent

CORAM: HON'BLE MRS. JUSTICE **AMARJOT BHATTI**Present: Mr. Mayank Bajaj, Advocate
for the petitioner.

Mr. Kanwar Sanjiv Kumar, AAG, Haryana.

Mr. Kamal Choudhary, Advocate
for the complainant.

AMARJOT BHATTI, J.

Petitioner-Janak Adlakha has filed the present petition under Section 482 of BNSS, 2023 (earlier Section 438 of Cr.P.C.) for grant of anticipatory bail in FIR No.300, dated 22.06.2024, under Sections 420 and 120-B IPC, registered at Police Station Dabua, District Faridabad.

2. As per facts of the case, written complaint was filed by complainant Ashok Kumar Gupta against Janak Adlakha (petitioner) and her husband Baldev Adlakha for committing cheating, forgery and misappropriating huge amount of Rs. 39.86 lacs in a pre-planned manner. It is alleged that Ashok Kumar Gupta wanted to purchase a house and the accused persons claimed that they had one plot and they are constructing fourth storeyed house thereon and they will sell the fourth floor along with roof to the complainant. He agreed to purchase the said property for which they demanded Rs. 75,00,000/- for the said floor. Sale agreement dated



30.11.2021 was scribed and he had given Rs. 30.00 lacs. Accused persons failed to construct the said floor nor executed the Registry. They again received Rs.9,86,000/- on 28.06.2022. Even the sale deed was not executed. Later, it was revealed to the complainant that they had already taken loan of Rs. 71,90,000/- from Bank of India in which they were declared defaulters. In this way, the complainant was cheated by the accused persons.

3. Learned counsel for the petitioner argued that complainant has concealed material facts while lodging the FIR. First agreement to sell is dated 30.11.2021 (Annexure P-2) and the second agreement to sell is dated 27.06.2022 (Annexure P-3). There is one affidavit of present petitioner (Annexure P-4) to establish that she was present in the office of sub Registrar Badkhal, Faridabad, to perform her part of agreement to sell. She had also filed a complaint against Ashok Kumar Gupta to Deputy Superintendent of Police, Sector-21-C, Faridabad (Annexure P-5). Matter was also settled and copy of mutual compromise is (Annexure P-6) and receipt is dated 27.07.2023 (Anneuxre P-7). Learned counsel for the petitioner further pointed out that petitioner is still ready to return balance amount of Rs.11 lacs by way of Bank draft to be filed before the Registry. She is ready to abide by the terms of bail order.

4. Bail application is opposed by learned State counsel as well as learned counsel representing the complainant. Detailed status report has been filed taking the stand that petitioner received Rs. 39.86 lacs from the complainant. Despite compromise arrived at between the parties the entire amount has not been returned. Therefore, petitioner is required to join the investigation.



record carefully. Admittedly huge amount is involved with regards to the agreement to sell forth floor of the house along with roof. It is matter of record that mutual compromise dated 27.07.2023 (Annexure P-6) took place between the parties and in pursuance of this, some amount was returned in cash and regarding remaining amount, cheques of different dates were given which are detailed in the compromise. The said compromise was not honoured. Thereafter, the matter was also referred to Mediation and Conciliation Centre of this Court but it remained unsettled.

6. Considering the facts and the huge amount involved in this case, I do not find it a fit case for grant of anticipatory bail and the same is accordingly declined.

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

(AMARJOT BHATTI)
JUDGE

02.12.2024
monika

- | | | |
|-------------------------------|---|---------|
| 1. Whether speaking/ reasoned | : | Yes /No |
| 2. Whether reportable | : | Yes /No |