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IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CRM-M-25531-2024
Date of decision:-05.03.2025

DHANWANT SINGH

... Petitioner

Versus

STATE OF PUNJAB AND ANOTHER

... Respondents

CORAM:- HON'BLE MR. JUSTICE SANJIV BERRY.

Present:- Mr. Gaurav Datta, Advocate for the petitioner.

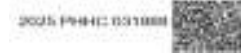
Mr. Ankit Grewal, DAG, Punjab.
Mr. N.S. Lucky, Advocate for the complaint-respondent No.2.

SANJIV BERRY, J. (ORAL)

The instant petition has been preferred by the petitioner under Section 439 of the Code of Criminal Procedure for grant of regular bail in the following case (Annexure P-1) :-

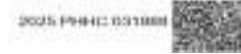
FIR No.	Dated	Sections	Police Station
346	06.09.2023	406, 420, 384, 506, IPC	Sohana, District SAS Nagar

2. Arguments heard.
3. It is *inter alia* contended by learned counsel for the petitioner that the petitioner is innocent and has been falsely implicated in the present case. He contends that there is an agreement to sell dated 14.12.2020 between the petitioner and the complainants for sale consideration of ₹1,70,00,000/- of plot No. 9179, Block J, Aero City, District SAS Nagar



measuring 500 sq yards for which petitioner received ₹ 80,00,000/- through RTGS. He contends that petitioner had not received the remaining sale proceeds amounting to ₹90,00,000/- in cash as alleged in the FIR of which there is no documentary proof regarding receipt of cash. He contends that petitioner never refused to get the Sale Deed executed in favour of the complainants but in view of the civil litigation regarding the sale in question, petitioner was unable to get the Sale Deed executed in favour of complainants. He submits that after completion of investigation challan has already been presented in Court and the trial is going which will take long time, hence prayed for grant of bail to the petitioner.

4. Per contra, learned State counsel assisted by learned counsel for the complainant have opposed the bail application by referring to the reply submitted by the State and contend that the petitioner and complainant had agreement to sell dated 14.12.2020 (Annexure P-2) for a sale consideration of ₹1,70,00,000/- and out of which complainants paid ₹80,00,000/- through RTGS and remaining ₹90,00,000/- as cash and the details of the payment have been recorded and signed by the petitioner on the backside of the agreement to sell dated 14.12.2020 (Annexure P-2). They contend that petitioner has agreed to sell the aforesaid plot in question to the complainants by showing the same as free from all encumbrances and received the sale proceeds, whereas there is litigation pending with Varun Swami in other Courts. They contend that despite having knowledge of pending litigation qua the plot in question petitioner received whole sale proceeds and failed to execute the sale deed, therefore, cheated and



defrauded the complainants of huge amount. They contend that one more FIR No. 509 dated 24.12.2023 under Section 406, 420, 120-B IPC PS Sohana is registered against the petitioner. Hence prayed for dismissal of the bail petition.

5. After considering the rival contentions and perusing the record, it transpires that the instant case was registered on the complaint of Gurdev Singh Gill, complainant, to the SSP, SAS Nagar stating that petitioner had fraudulently entered into the agreement to sell dated 14.12.2020(Annexure P-2) for the sale of Plot No. 9179, Block J, Aero City, District SAS Nagar measuring 500 sq. Yards, despite having knowledge of pending litigation in different Courts qua the plot (supra) and received sale proceeds of 1,70,00,000/- (₹80,00,000/- through RTGS and remaining ₹90,00,000/- in cash) from the complainant and on the asking of the complainant to execute the agreement to sell, the petitioner had flatly refused. Hence on these allegations FIR was registered.

6. It is evident from record that agreement to sell dated 14.12.2020(Annexure P-2) was entered between the parties qua the plot (supra) and sale proceeds amounting to ₹80,00,000/- through RTGS and remaining ₹90,00,000/- in cash was received by the petitioner as per agreement to sell (Annexure P-2). It is also evident that the property is under litigation with one Varun Swami and the petitioner having knowledge of the same entered into the aforestated agreement and received the sale proceeds with an intention to cheat the complainant of huge amount. After completion of investigation, challan has already been presented in Court and



trial is going on. Therefore, considering role attributed to the petitioner in cheating the complainant of huge amount, does not entitle him to concession of regular bail at this stage, as a consequence, the petition is hereby dismissed.

7. Any observation made above shall not be construed as opinion of this Court on the merits of the case.

(SANJIV BERRY)
JUDGE

05.03.2025

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