



CRM-M-48926-2025 (O&M) -1-

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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**CRM-M-48926-2025 (O&M)
Decided on: 13.11.2025**

HARSHITA JAIN

.....Petitioner

Versus

STATE OF HARYANA

.....Respondent

CORAM: HON'BLE MR. JUSTICE SUBHAS MEHLA

Present: Ms. Shikha Yadav, Advocate with
Mr. Manish Sahay, Advocate and
Mr. Lokesh Sahay, Advocate
for the petitioner.

Mr. Karanveer Singh, Sr. DAG, Haryana.

SUBHAS MEHLA, J. (Oral)

1. The present petition has been filed under Section 528 of BNSS, 2023 for quashing of FIR No.377 dated 13.06.2024 under Sections 389 and 420 of IPC, 1860 registered at Police Station Rohtak City, District Rohtak and all consequential proceedings arising therefrom.
2. Brief facts of the case are that a complaint has been moved by complainant-Sanjay Garg wherein he has stated that on 25.10.2023 he entered into an agreement with the accused-petitioner for purchasing a property which is located at Peerji Mohalla, Railway Road, Rohtak and in lieu of agreement the complainant has given Rs. 20 lakh in cash and



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transferred Rs.20 lakh on 19.10.2023, Rs.30 lakh on 20.10.2023, Rs.12,50,000/- on 10.11.2023, Rs.10 lakh on 17.11.2023 and Rs.5 lakh on 04.11.2023 through RTGS from his account to that of the accused-petitioner in petitioner's account. Later on i.e. on 23/5/2024, the complainant came to know that accused-petitioner has registered the aforesaid property in the name of one Jagwanti and the aforesaid accused is planning to leave the country after accumulating all the cash.

3. Learned counsel for the petitioner contended that an agreement to sell was signed between the parties and the complainant paid Rs.97,50,000/- (Rupees Ninety-Seven Lakh and Fifty Thousand Only) as Bayana (earnest money) towards the suit property (Rs.20,00,000/- in cash and Rs.77,50,000/- through various RTGS) till 17.11.2023. However, the last date for execution of the agreement to sell between the parties was 25.02.2024 but, the complainant failed to come forward to execute the sale deed and gave no intimation in this regard. The complainant defaulted in the performance of agreement to sell as the balance amount was not paid within the stipulated time and thereby the petitioner was entitled to forfeit the money paid.

4. It is further contended that the present case is being fixed for framing of charges before the trial Court for the last one year and even written arguments have been filed by the petitioner for advancing arguments but no order has been passed by the Court.



5. Heard.
6. This Court has considered the arguments raised by the petitioner and has gone through the record. Keeping in view the facts and circumstances of the present case, the present petition is **disposed of** with a direction to the trial Court to proceed with the trial proceedings in accordance with law and pass order on the next date of hearing. However, liberty reserved to the petitioner to raise all pleas on the merits of case before the trial Court at an appropriate stage.

(SUBHAS MEHLA)
JUDGE

13.11.2025
Sonia Puri

Whether Speaking/Reasoned: YES/NO
Whether Reportable: YES/NO