

215-CRM-M-55771-2024

2025:PHHC:014422



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-55771-2024
Date of decision: 30.01.2025

PawanPetitioner.

Versus

State of HaryanaRespondent.

CORAM:- HON'BLE MR. JUSTICE SANJIV BERRY

Present:- Mr. Vikas Gulia, Advocate,
for the petitioner.

Mr. Ramender Singh Chauhan, AAG, Haryana.

Mr. Aman Bansal, Advocate, for the complainant.

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SANJIV BERRY, J. (ORAL)

By way of present petition filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita 2023 (BNSS), the petitioner seeks anticipatory bail in case FIR (Annexure P-1) as under: -

FIR No.	Dated	Sections	Police Station
386	23.10.2023	406, 420 IPC	Sonipat, Sadar, District Sonipat

2. It is, *inter alia*, contended by learned counsel for the petitioner that the petitioner is innocent and has been falsely implicated in this case. He contends that the dispute *inter se* parties is arising out of sale deed dated 22.01.2020 executed by the petitioner in favour of the complainant. He contends that the petitioner had informed the



complainant that there is a mortgage against the property and he had purchased the property knowing fully well without there being any concealment of facts. He contends that even a Civil Suit (Annexure P-2) has been filed by the petitioner against the complainant. Hence, the instant petition.

3. *Per contra*, learned State counsel, assisted by learned counsel for the complainant, have assailed these arguments by referring to the reply submitted by the State, to argue that earlier, vide an agreement to sell the property, was executed between the parties on 13.10.2015 whereby the petitioner had agreed to sell the property by claiming it to be free from all encumbrances and received Rs. 08.00 lacs as earnest money out of total sale consideration of Rs. 15.00 lacs. They contend that later the petitioner mortgaged the property and availed loan of Rs. 15.00 lacs.

4. It is submitted that after receiving the earnest money, the sale deed was executed on 12.09.2016 but later was extended to 04.07.2017. It is submitted that final sale deed was executed on 22.01.2020, wherein, there is specific mention that the property is free from all encumbrances and is not mortgaged with any bank or financial institute. The petitioner with the intent to defraud the complainant had mortgaged the property, in the meanwhile, on 09.05.2016 for Rs. 15.00 lacs to M/s Mahindra and Mahindra Finance Limited. The petitioner was well aware of this fact but has intentionally concealed



the same from the complainant and even in the sale deed, he mentioned, the property to be free from all encumbrances. They submit that the petitioner is a habitual defaulter and has defrauded the complainant for which his custodial interrogation is required to unearth the *modus operandi*. Hence, pray for dismissal of the instant petition.

5. After considering the rival contentions and perusing the record, it is observed that instant FIR was registered by the complainant on the allegation that an agreement to sell was executed by the petitioner in his favour for the sale of property and taken Rs. 08.00 lacs as earnest money out of Rs. 15.00 lacs on 13.10.2015. The date for execution of the sale deed was fixed as 12.09.2016 which was later extended to 04.07.2017 and ultimately the sale deed was executed by the petitioner in favour of the complainant on 22.01.2020 wherein, he had made specific stipulation that the property in question is free from all encumbrances and is not mortgaged to any institute or bank. It is the version of the complainant that he, on receipt of a legal notice from the finance institute, came to know that the petitioner had taken loan of Rs. 15.00 lacs by mortgaging the property on 09.05.2016 from M/s Mahindra and Mahindra Finance Limited, which he did not mention to the complainant nor stated in the sale deed and in this manner had cheated and defrauded the complainant. Perusing the reply (*supra*), the afore-stated version of the complainant finds ample support with the documents recovered during the course of

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investigation. Learned counsel for the petitioner could not explain the reasons for concealment of the same. The petitioner is also facing another FIR at Police Station Sadar, Sonipat, wherein he has already been convicted. Therefore, keeping in view the aforesaid facts and circumstances, it is observed that there are specific allegations against the petitioner of having defrauded the complainant in the manner as mentioned above. Hence, no case is made out in favour of the petitioner for grant of anticipatory bail as his custodial interrogation is required in this case.

6. Consequently, finding no merits in this petition the same is dismissed.

7. It is made clear that anything contained hereinabove shall not be construed to be an expression of opinion on the merits of the case.

(SANJIV BERRY)
JUDGE

30.01.2025
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| i) | Whether speaking/reasoned? | Yes/No |
| ii) | Whether reportable? | Yes/No |