

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

CRM-M-19112 of 2015
Date of Decision: 31.07.2015

Bhag Singh and anotherPetitioners

Versus

State of Punjab ...Respondent

CORAM: HON'BLE MRS. JUSTICE SNEH PRASHAR

Present: Mr. Liaqat Ali, Advocate
for the petitioner.

Mr. Ashish Sanghi, DAG, Punjab.

SNEH PRASHAR, J. (Oral)

1. The present petition has been filed under Section 438 of the Code of Criminal Procedure (Cr.P.C.) for grant of concession of anticipatory bail to the petitioners in case First Information Report No.68 dated 06.05.2015 under Sections 420 and 120-B of the Indian Penal Code, registered at Police Station Dehlon, District Ludhiana.

2. As per the prosecution version Bhag Singh and Dilbagh Singh (petitioners) entered into an agreemnt of sale dated 23.12.2010 in respect of their land measuing 14 Kanals 0 Marla with Harbhajan Singh and Bant Singh and of land measuring 11 Kanal 0 Marla in favour of Harpreet Singh s/o Mann Singh. Bhag Singh and Dilbagh Singh were having dispute with regard to the land measuring 49 kanals 18 Marlas as well as 22 Kanals 10 Marlas situated at village Tibba, Tehsil and

District Ludhiana with Harbhajan Singh and Bant Singh. Various suits and other proceedings were pending between them with regard to the said land. Since they wanted to sell off the land, an agreement of sale dated 23.01.2010 was executed by them in favour of Harbhajan Singh and Bant Singh. They also executed a General Power of Attorney dated 13.02.2011 registered on 15.02.2011 vide Wasika No.4154 in favour of Man Singh Garcha and another General Power of Attorney bearing Wasika No.4157 registered on 15.02.2011 in respect of land measuring 14 Kanals and 0 Marlas in favour of Harbhajan Singh and Bant Singh. The Will dated 15.02.2011 bearing Wasika No.893 was executed by Bhag Singh and another Will bearing Wasika No.892 dated 15.02.2011 was executed by Dilbagh Singh in favour of Vendees. It was agreed that the General Power of Attorneys will not be cancelled. In terms of the compromise the appeal pending before learned Additional District Judge, Ludhiana was decided and the initial suit filed by Harbhajan Singh etc. was dismissed as withdrawn. Subsequently Dilbagh Singh and Bhag Singh became dishonest. In order to cheat and defraud the complainant they executed sale deed bearing Wasika No.517 and 518 registered on 03.06.2014 in the name of Harvinder Singh regarding the land measuring 25 Kanal 0 marla. They also cancelled the Power of Attorneys and Will executed by them. On a complaint lodged by Harpreet Singh that he had been cheated and defrauded the instant case was registered.

2. Heard the submissions made by Mr.Liaqat Ali, Advocate

representing the petitioner and Mr. Ashish Sanghi, DAG, Punjab representing State.

3. Learned counsel for the petitioners argued that a civil suit with regard to the transactions of sale has already been filed by the complainant and other affected persons. Since the complainant, Harbhajan Singh and Bant Singh had failed to comply with the terms and conditions of the compromise arrived at between the parties to end the litigation going on between them, the petitioners had no option than to cancel the Will and General Power of Attorney executed by them in favour of the complainant and his associates. Submitting that the dispute between the parties was of civil nature and no criminal offence of cheating was made out learned counsel contended that the petitioners from whom nothing is to be recovered be given the benefit of anticipatory bail.

4. There is no denial on part of the petitioners that they had executed an agreement to sell with full and final payment in favour of Harbhajan Singh and Bant Singh with regard to land measuring 14 Kanals 0 marla and with Harpreet Singh of land measuring 11 Kanals 0 Marla. The entire sale consideration amount @ of Rs.10 lacs per Killa was received by them. Pursuant to the transaction they executed a General Power of Attorney which was irrevocable. However, they cancelled the General Power of Attorney vide cancellation deed dated 04.10.2013. As far as compromise between the parties was concerned, its terms and conditions could not be linked with the transaction of sale

when the petitioners had received full and final payment of sale consideration amount vide agreement of sale dated 23.12.2010. Moreso, having cancelled the irrevocable General Power of Attorney in favour of the complainant etc. the petitioners have sold the land in question to a third person.

5. Thus, considering the facts and circumstances of the case and least any expression above may cause prejudice to the case of either side, in my considered opinion, no ground for release of the petitioners on anticipatory bail is made out and the present petition is dismissed.

July 31, 2015
rashmi

(SNEH PRASHAR)
JUDGE