

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Criminal Misc. No. M-19950 of 2015
Date of decision : July 28, 2015

Gurmail Singh

....Petitioner

versus

State of Punjab

....Respondent

Coram: Hon'ble Mr. Justice Fateh Deep Singh

Present : Mr. M.L. Saggar, Senior Advocate with
Mr. G.P.Vashisht, Advocate, for the petitioner
Mr. C.S.Brar, DAG, Punjab
Mr. Anmol Rattan Sidhu, Senior Advocate with
Mr. Suvir Sidhu, Advocate, for the complainant

Fateh Deep Singh, J. (Oral)

The allegations in this anticipatory bail application preferred by accused-petitioner Gurmail Singh are that he along with co-accused non-applicant entered into an agreement to sell land measuring 15 kanals 19 marlas in the area of village Phul-1, with complainant Mandeep Singh of District Bathinda for a sum of Rs 27 lacs out of which Rs 25 lacs was paid as earnest money and the date of execution of sale deed was fixed as 2.8.2013. When the accused did not turn up to undergo their obligation and on persistent demand by the complainant, a written compromise was

effected, for which a cheque No. 069693 for a sum of Rs 44 lacs drawn on HDFC Bank from the account of Gurjit Singh accused, was given. The cheque on presentation on 11.11.2014 was dishonoured and thereafter the accused refused to return the amount. Thereafter it transpired that land regarding which the agreement to sell was entered with the complainant was already under mortgage with the bank and thereafter the accused persons represented the complainant to lend them money to clear all the debts of the bank to facilitate execution of sale deed and thus received Rs 9 lacs for that purpose. The accused took another amount of Rs 3,50,000/- and instead executed sale deed in respect of land only measuring 1 kanal 17 marlas and thus cheated the complainant of Rs 53 lacs leading to the registration of the present case.

The bail application is opposed on the ground that the petitioner is signatory on these documents of agreement/arrangement and happens to be father of the principal executants and has relied upon the documents annexed with the bail application to harbour home the point that Gurmail Singh is habitual cheater as he has deceived a car company as well and thus his custodial interrogation is very much essential. Mr. Saggar has laid much stress stating that it was pure and pure dispute arising out of documentation of land and being money transaction, no criminality is involved and since the dispute primarily revolves around non-fulfillment of

the agreement to sell which stands cancelled, entitles the petitioner to bail.

The over-all perusal of the allegations and counter-allegations clearly bear out some sort of dispute over agreement to sell and recovery of the balance money which has earlier been advanced.

Without feeling the necessity to advert on to the merits of the case, the prima facie allegations levelled against the petitioner fall more within the domain of civil law. Since nothing is to be recovered from the possession of the petitioner and the documents relevant for the investigation are already available, petitioner's joining the investigation will suffice the purpose, in view of which the present bail application is allowed.

In the event of arrest, the petitioner shall be released on bail to the satisfaction of arresting/investigating officer till submission of report under Section 173 Cr.P.C. (challan). Thereafter, petitioner will be permitted to furnish regular bail bonds to the satisfaction of the trial Court. The petitioner shall, however, join the investigation as and when called for and shall also abide by the conditions specified under section 438 (2) Cr.P.C. Presently the petitioner is directed to join the investigation within 10 days.

The present petition stands disposed off.

July 28, 2015
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(Fateh Deep Singh)
Judge