

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-26068 of 2014 (O&M)
Date of decision: March 04, 2015

Darshan Singh

.... Petitioner

Versus

State of Punjab

.... Respondent

CORAM: HON'BLE MR. JUSTICE JASPAL SINGH

Present: Mr. S.S. Rangi, Advocate
for the petitioners.

Mr. Jaspreet Singh Sekhon, AAG, Punjab.

Mr. Sanjeev Pandit, Advocate with
Mr. B.K. Saini, Advocate
for the complainant.

Jaspal Singh, J.(Oral)

Prayer in this petition is for the grant of anticipatory bail in case bearing FIR No. 130 dated 02.07.2014, under Sections 406, 420 and 120-B IPC, registered at Police Station City Ropar, District Ropar.

As per allegations contained in FIR, petitioner entered into an agreement of sale dated September 16, 2011 to sell his land measuring approximately 6 kanals after having received a sum of ₹10,00,000/- as earnest money out of total sale consideration. Subsequent, thereto, he also received an additional amount of ₹80,00,000/- from the complainant, which was deposited in his bank account. He failed to execute the sale deed, which ultimately resulted in lodging of FIR against him.

The contention of learned counsel for the petitioner is that even if, narrations mentioned in FIR are accepted on its face value though do not conceded, they do not establish the culpability of the petitioner much less falling within the domain of Sections 406, 420 and 120-B IPC. The whole controversy in

the instant case veers around an agreement of sale dated September 16, 2011, which is purely of civil nature. The remedy available to the complainants was to file a civil suit for specific performance of an alleged agreement of sale dated September 16, 2011 which they have already availed. Civil suit of specific performance is pending in civil court at Ropar.

It has further been submitted by learned counsel for the petitioner that there is nothing on record to suggest that petitioner has fraudulent or dishonest intention at the time of execution of alleged agreement of sale or even subsequent thereto. The case of prosecution is completely based upon documentary evidence, which the investigating agency has already collected. Moreover, petitioner has already joined the investigation and is no more required. Though, his further custodial interrogation is not required yet he is ready to join and abide by all the terms and conditions imposed by this Court, in case, he is granted the concession of pre-arrest bail.

This Court has given an anxious thought to the submissions made by learned counsel for the petitioner and have perused the record available on file.

From the documents and pleadings of the parties, it is established fact that Darshan Singh-petitioner entered into an agreement of sale dated September 16, 2011 and received a sum of ₹90,00,000 out of total sale consideration but failed to execute the sale deed, as per the terms and conditions recited it. There is also a dispute with regard to description/location of property, which is subject matter of dispute. The property, which was agreed to be sold by Darshan Singh-petitioner was in fact different than that of property, the location of which, was shown at the spot prior to the execution of agreement of sale. A huge amount has been received by the petitioner as an earnest money but sale deed has not been got executed, as per terms and conditions thereof. At this stage, no opinion can be expressed that petitioner had no fraudulent or dishonest intention

at the time an agreement of sale. There are serious, grave and specific allegations against the petitioner and mere fact that he has joined the investigation or that dispute is of civil nature does not *ipso facto* mean that criminal case cannot proceed.

In view of the discussion made above, this Court does not deem it a fit case for grant of concession of pre-arrest bail. Accordingly, the instant petition is dismissed.

March 04, 2015
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(JASPAL SINGH)
JUDGE