

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM No.M-7957 of 2015 (O&M)
Date of Decision: 24.03.2015

Kulwinder Singh

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR.JUSTICE R.P. NAGRATH

1. *Whether Reporters of the local papers may be allowed to see the judgment?*
2. *To be referred to the Reporters or not?*
3. *Whether the judgment should be reported in the digest?*

Present: Mr. B.S. Sewak, Advocate
for the petitioner.

Mr. Gazi Mohd. AAG, Punjab
for the State.

R.P. Nagrath, J. (Oral)

This petition under Section 439 Cr.P.C. has been filed by the petitioner for grant of regular bail in case FIR No.148 dated 05.09.2014 under Sections 406, 420, 120-B IPC, Police Station Khamano, District Fatehgrah Sahib.

I have heard learned counsel for the petitioner and learned State counsel and also perused the paper book.

The agreement to sell was executed by Pushpinder Kaur in favour of Jagjit Singh. She received an amount of ₹ 10 lacs as part of sale consideration. The other accused are Amrik Singh husband of Pushpinder Kaur and Harminder Singh, Property Dealer

at whose instance the deal was struck. All these persons have been granted anticipatory bail by this Court vide orders Annexure P-2 and P-3 in CRM Nos.M-34346 of 2014 and 36441 of 2014. The case of petitioner is somewhat similar to that of Harminder Singh being property dealer.

Learned State counsel submits that allegations of the petitioner as contained in the order of learned Addl. Sessions Judge are as under:-

“Then the applicant Kulwinder Singh had paid ₹ 29,00,000/- to the person in whose favour the earlier agreement to sell was executed and also tore that agreement to sell. The complainant was called by the applicant Kulwinder Singh to his house on 12.11.2010 to get executed agreement to sell from the co-accused Harminder Singh. The applicant Kulwinder Singh asked the complainant to sign on agreement to sell, already typed by them. When the complainant read out the agreement to sell, then found that the earnest money was written as ₹ 18,00,000/- in place of ₹ 47,00,000/-. The applicant Kulwinder Singh told that the amount would be adjusted at the time of registration of sale deed. The co-accused Pushpinder Kaur signed the agreement to sell in favour of the complainant and date for the execution of the sale deed was fixed as 20.12.2012. The complainant before the date, asked applicant Kulwinder

Singh and his wife many a times to call original owner for execution of sale deed but complainant on asking of applicant Kulwinder Singh and his wife, had given another amount of ₹ 10,00,000/- and agreement to sell to them but they had put off the matter on one pretext or the other by saying that the applicant had gone abroad but ultimately had failed to execute the sale deed in favour of the complainant or to return the earnest money and started threatening to murder the complainant and his family. Pushpinder Kaur and co-accused did not execute the sale deed and did not return said amount. Moreover the complainant filed application against applicant Kulwinder Singh and the others before Senior Superintendent of Police, Fatehgarh Sahib and complainant after receiving amount of ₹ 10,00,000/- from the applicant Kulwinder Singh and others recorded statement to file the said application. The complainant demanded remaining amount from Pushpinder Kaur and others but they flatly had refused to return the same and also starting threatening the complainant. The FIR to the said effect on the basis of inquiry report, was registered against the applicant and others under section 406/420 of IPC and the investigation was initiated, during the course of which, the statement of witnesses were recorded but the investigation of the present case has not so far been,

concluded.”

Petitioner is in custody since 04.02.2015. The case is still at the investigation stage and it will take some time in conclusion. The case is triable by the Magistrate.

It is contended by learned counsel for the petitioner that there was no second agreement allegedly executed by Pushpinder Kaur. This a matter concerning merits of the case. The amount of ₹ 10 lacs has already been returned and in support of the above contention, Annexure P-1 has been relied upon.

After hearing learned counsel for the parties, without commenting on the merits of the case, keeping in view the fact that the trial will take time in conclusion, the instant petition is allowed and petitioner be admitted to bail on furnishing bail bonds with two sureties in the like amount to the satisfaction of the Area Magistrate.

24.03.2015
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(R.P. Nagrath)
Judge