

236 (2)
IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of decision : 29.4.2016

CRM No. M-2348 of 2013 (O/M)

Bhag Singh

..... Petitioner

Versus

State of Punjab and another

..... Respondents

CRM No. M-21964 of 2013 (O/M)

Jaswinder Singh alias Dara

..... Petitioner

Versus

State of Punjab and another

..... Respondents

CORAM : HON'BLE MR. JUSTICE KULDIP SINGH

Present:- Mr. J.S. Gill, Advocate, for the petitioners
in both the cases.

Mr. P.S. Paul, Deputy A.G. Punjab.

Mr. Ayush Gupta, Advocate, for respondent No. 2
in both the cases

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

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KULDIP SINGH J. (ORAL)

This order will dispose of CRM-M-2348-2013, titled as Bhag Singh Versus State of Punjab and another and CRM-M-21964-2013, titled as Jaswinder Singh alias Dara Versus State of Punjab and another, arising out of the same FIR No. 180, dated 25.8.2013,

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registered under Sections 420/406 IPC at Police Station Dakha,
District Ludhiana.

As per the allegations made in the FIR in question by the complainant Rajpreet Singh Deol, on 14.3.2012, he had entered into agreement of sale with Harbhag Singh, Bhag Singh sons of Chanan Singh son of Meghal Singh and Karamjit Singh, Paramjit Singh, Parminder Singh sons of Harcharan Singh son of Chanan Singh for sale of their share i.e. 3 bigas 5 biswas 10 biswasi, situated in village Dakha-I. The land was to be sold at the rate of Rs. 1,05,00,000/- per acre. The agreement was accordingly executed. Rs. 15,00,000/- were paid as earnest money in cash. As a civil case was pending regarding said land thus it was stipulated that the sale deed will be executed after the said civil case is cleared. The possession of the land was delivered to the complainant at the spot. According to the complainant, he accordingly constructed one room, dug the bore and installed the motor and also constructed boundary wall. He further claimed that on 20.6.2012, at about 5:00 PM, Kuljeet Kaur wife of Dara Singh accompanied by her husband Dara Singh and Bhag Singh son of Chanan Singh came to his house at Harnek Nagar, Mullanpur and asked him to hand over the agreement to sell as Bhag Singh was supposed to read the same and after that, they will return the same. After receiving the agreement to sell, Kuljeet Kaur told the complainant to give more money, only then they will return

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the agreement of sale. According to the complainant, all the three said persons, namely, Kuljeet Kaur, Dara Singh and Bhag Singh had taken away the original agreement of sale to grab more earnest money.

I have heard the learned counsel for the parties and have also carefully gone through the file.

It comes out that in the present case, according to the State, the challan has already been presented. So far as the first allegation regarding agreement of sale is concerned, I am of the view that no offence under Section 420 IPC is made out. Regarding second incident of 20.6.2012, whereby agreement of sale is stated to be taken away by Kuljeet Kaur, Dara Singh and Bhag Singh, the matter is pending before the lower Court. The charges have not been framed yet. Both the parties are permitted to raise all the legal pleas before the lower Court at the time of framing of charge as to whether any offence is made out regarding said occurrence on 20.6.2012 and if so, what sections are made out. Needless to say that if an adverse order is passed, the aggrieved party can always approach the superior court for redressal of its grievances.

Both the petitions are accordingly disposed of.

(KULDIP SINGH)
JUDGE

29.4.2016
sjks