

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

CRM-M No.22438 of 2016 (O&M)

Date of decision: 11th August, 2016

Malkiat Singh

... Petitioner

Versus

State of Punjab

... Respondent

CORAM: HON'BLE MR. JUSTICE FATEH DEEP SINGH

Present: Mr. Manuj Nagrath, Advocate for the petitioner.

Mr. C.S. Brar, Dy. Advocate General, Punjab
for the respondent/State.

Mr. Pawan Kumar, Senior Advocate with
Mr. Abhimanyu Batra, Advocate for the complainant.

FATEH DEEP SINGH, J.

Allegations against petitioner Malkiat Singh in this regular bail application under Section 439 Cr.P.C. are that complainant Company M/s Anand Enclave Developers Private Limited (in short, 'the Company') approached one Smt.Ranjit Kaur Brar alias Tej Kaur and others being owners of land measuring 18 acres in village Lalton Kalan, Tehsil and District Ludhiana. A deal for a sum of ₹6.51 crores was arrived at. Ranjit Kaur Brar above said had appointed Parminder Kaur Gill through power of attorney dated 18.10.2002 who further delegated these powers to the present petitioner Malkiat Singh through attorney dated 03.08.2005 by virtue of which the present petitioner entered into an agreement to sell with the complainant Company on 02.09.2005 and

as per the same, the sale was to be executed on or before 01.09.2006 and an amount of ₹20.00 lacs as cash and post-dated cheque dated 10.09.2005 for a sum of ₹15.00 lacs was also given by the complainant to the petitioner and the possession of 18 acres of land was handed over to the complainant side. On 17.10.2005 complainant made payment of ₹41.00 lacs and ₹35.00 lacs was paid on 28.12.2005 and thus, out of the total sale consideration ₹1.11 crores stood paid.

It is as a consequence of this, a dispute had arisen between the parties and it transpired that the first power of attorney was cancelled by the principal on 05.07.2004 and second power of attorney was executed thereafter and it is alleged that on the basis of the first power of attorney an agreement to sell dated 24.06.2003 was earlier executed by Parminder Kaur of this land in favour of Harjinder Singh and others to which the petitioner is alleged to be a witness and that subsequent second power of attorney was executed on 03.08.2005 on the basis of which another agreement to sell was executed. The precise allegations are that the petitioner on the basis of revoked power of attorney had duped the complainant of their valuable money.

Contentions of learned counsel for the petitioner that the petitioner is in custody since 13.05.2016 and is a senior citizen and had only executed the agreement to sell as an attorney and that he is neither the beneficiary of the same nor was aware of the machinations by the principal. Though the bail application is vehemently opposed on behalf

of the complainant Company by Mr.Pawan Kumar, Senior Advocate assisted by Mr.Abhimanyu Batra, Advocate and the learned State counsel on the grounds that the petitioner has committed a heinous crime and has duped the complainant Company of a huge amount of money and thus, in view of the seriousness of allegations was not entitled to any relief.

Going through the submissions, it is after almost six years present FIR has been registered and apparently there is a dispute over two agreements to sell qua the property in question and the very legality and validity of two power of attorneys so executed by the principal and thus shadowing between a civil liability or a criminal and it is nobody's case that the petitioner for his own benefits has duped the complainant side. Petitioner has been sufficiently interrogated and in view of the period of detention and that the investigations and trial will take a long time to conclude, this Court is of the opinion that no useful purpose would be served by keeping the petitioner in detention, who is a senior citizen. Accordingly, he is ordered to be released on regular bail to the satisfaction of Chief Judicial Magistrate/ Duty Magistrate, Ludhiana.

The present petition stands disposed off accordingly.

(FATEH DEEP SINGH)
JUDGE

August 11, 2016

rps

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No