

*IN THE HIGH COURT FOR THE STATES OF PUNJAB
AND HARYANA AT CHANDIGARH.*

Cr. Misc. M 33124 of 2015

Date of decision: 29.3.2016

Rajinder Singh

Petitioner

vs.

State of Punjab

Respondent

Present: Mr. Inderjit Sharma, Advocate.
Ms. HK Athwal, DAG, Punjab
Mr. Madan Sandhu, Advocate.

M.M.S.BEDI,J.

The petitioner seeks the concession of pre-arrest bail in a case registered at the instance of Jarnail Singh alleging that the petitioner persuaded the complainant to enter into an agreement of sale of the house belonging to Jagan Nath, Maya Devi and Godawari Devi and received earnest money by posing him as General Power of Attorney holder of original owners but later on it was found the General Power of Attorney in favour of the petitioner was got cancelled by the original owners on 21.3.2012. The grievance of the complainant is that despite the General Power of Attorney having been cancelled, the petitioner entered into an agreement of sale with Pawan Kumar and executed the sale deed of same property in favour of Pawan Kumar.

With the help of learned State counsel, I have gone through the police file. A perusal of the police file indicates that there is an agreement of sale dated 9.2.2011 executed by Jagan Nath, Maya Devi and Godawari Devi regarding the house in dispute in favour of Bhagwan Singh and Jarnail Singh etc.

Counsel for the complainant has not been able to refer to any agreement of sale purported to have been executed by the petitioner in the capacity as General Power of Attorney of Jagan Nath and others. It is apparent from the record that the registered sale deed has been executed in favour of Pawan Kumar by the petitioner. Pawan Kumar does not have any grievance regarding the valid title having not been transferred to him. Even Jagan Nath etc., the original owners, have not expressed any grievance at any stage regarding their property having been sold to Pawan Kumar. The complainant claiming right , title and interest in the property on the basis of an agreement of sale , may enforce his legal rights. He can also claim recovery of any amount, provided an agreement of sale is established.

As per the instructions of ASI Narinder Singh, the petitioner has joined the investigation. It does not appear to be a case of custodial interrogation. The liability of the petitioner, if any, appears to be a combination of civil and criminal liability, to be established on the basis of documentary and oral evidence.

Accordingly, the petition is allowed and it is ordered that in case of arrest of the petitioner, he will be released on bail to the satisfaction of the arresting officer subject to the condition that he will join the investigation as and when required by the police and will not tamper with evidence or hamper the investigation.

March 29 ,2016
TSM

(M.M.S.BEDI)
JUDGE