

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

CRM-M No.38925 of 2016.

Date of Decision: 10.11.2016.

Balwinder Singh

....Petitioner.

VERSUS

State of Punjab

....Respondent.

CORAM: HON'BLE MRS. JUSTICE SNEH PRASHAR.

Present: Mr. J.S. Dadwal, Advocate for the petitioner.

Mr. Neeraj Sharma, Assistant Advocate General, Punjab.

SNEH PRASHAR, J.

In his statement, which formed the basis for registration of the First Information Report No.60 dated 23.07.2016 under Sections 419, 420, 465, 467, 468, 471, 120-B of the Indian Penal Code at Police Station Division No.3, Ludhiana, complainant Om Parkash stated that he had entered into an agreement to sell in respect of property measuring 33 square yards comprised in Khasra No.31/17/18 and Khata No.486, 489 as per Jamabandi for the year 2006-2007, situated in the area of village Kuliyawal, Hadbast No.178, New Canal Colony, Tibba Road, Ludhiana vide Vasika No.8581 dated 12.07.2012 executed by Karamjit Kaur wife of Yogesh Kumar, resident of House No.5611, Bhola Colony, Ferozepur Road, Ludhiana, for a consideration of Rs.2,70,000/-. An amount of ₹70,000/- at first instance and then an amount of ₹10,000/- was paid by him as earnest

property by Balwinder Singh alias Bittu, resident of village Jagirpur and Babli wife of Yogesh Kumar. There was some construction in existence on a portion of that land. The date for execution and registration of the sale deed was fixed as 05.06.2015. However, he later came to know that the lady namely Babli had executed the agreement to sell by showing property of some other person and had also forged signatures of Karamjit Kaur, the actual owner, on the agreement to sell.

The submissions made by Mr. J.S. Dadwal, learned counsel representing the petitioner and Mr. Neeraj Sharma, learned Assistant Advocate General, Punjab have been heard.

Learned counsel for the petitioner submits that the agreement to sell, if any, in favour of complainant Om Parkash was, as per his own allegations, executed by Babli wife of Yogesh. Petitioner neither received the earnest money nor signed on the agreement as an attesting witness. He had no role to play in the transaction of sale between the complainant and Smt. Babli and has been falsely implicated.

Opposing the petition, learned State counsel submitted that it is the petitioner who produced Smt. Babli impersonating her as 'Karamjit Kaur' owner of the property in respect of which the agreement to sell in favour of the complainant was executed and amount of ₹80,000/- was grabbed from him as earnest money. The persons namely, Mukesh Kumar and Ramesh Kumar, who signed on the agreement to sell as attesting witnesses have stated in their statement, recorded under Section 161 of the Code of Criminal Procedure, that the petitioner was present at the time of execution of the agreement to sell as well as payment of the earnest money.

The complainant in the First Information Report has specifically mentioned that petitioner Balwinder Singh alias Bittu and Babli wife of Yogesh had shown him the property in respect of which the agreement to sell was executed in his favour whereas none of them is the owner of that property. The complainant also stated that the amount of earnest money was paid by him to the petitioner and Babli.

In view of said facts and circumstances and least any expression above may prejudice the case of either side, there being no ground for grant of relief of anticipatory bail to the petitioner, his petition is hereby dismissed.

(SNEH PRASHAR)
JUDGE

10.11.2016
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Whether speaking/ reasoned : Yes

Whether Reportable : No