

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

Criminal Misc. No.M-40516 of 2015(O&M)

Date of Decision: April 26, 2016

Bhim Singh son of Shri Puran ChandPetitioner

Versus

State of HaryanaRespondent

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA

Present: Mr.Akshay Jindal, Advocate for the petitioner.

Mr.Vivek Saini, Deputy Advocate General, Haryana.

Mr.JS Bedi, Senior Advocate with
Mr.Gurbir Singh Dhillon, Advocate for the complainant.

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TEJINDER SINGH DHINDSA, J.

Petitioner seeks concession of pre-arrest bail in case
FIR No.599 dated 25.9.2015, under Sections 406/ 420/ 467/ 468/
120-B of the Indian Penal Code, registered at Police Station
Samalkha, District Panipat.

2. Learned counsel for the parties have been heard.
3. It may be briefly noticed that FIR was registered at the
instance of Radhey Shyam. Allegations, in a nut-shell, are that
the complainant entered into full and final agreement to sell
dated 10.3.2015 with the present petitioner in respect of land
measuring 1000 Sq.Yds. and the entire sale-consideration of

₹18.71 lacs had been made over. Owner of the plot was stated to be Reena Verma i.e. wife of the present petitioner and who, in turn, had entered into the agreement to sell on the strength of a General Power of Attorney. Accusation is that neither has the possession been delivered nor sale-deed executed and the entire sale-consideration amount of ₹18.71 lacs has been misappropriated.

4. On 10.12.2015, this Court while issuing notice of motion, had granted ad-interim protection as regards arrest subject to the petitioner joining investigation.

5. Even though learned State counsel has informed that the petitioner has joined investigation, still this Court is not inclined to extend in favour of the petitioner the concession of anticipatory bail.

6. Few events and circumstances would be relevant. The entering into full and final payment agreement in respect of 1000 Sq.Yds. plot and the complete sale-consideration of ₹18,71,000/- having been received, stands conceded by the learned counsel appearing for the petitioner.

7. Dispute, as such, was with regard to delivery of possession of the plot in question.

8. On 18.2.2016, this Court had directed the petitioner to appear before the Investigating Officer on 24.2.2016 and the Tehsildar, Panipat was also called upon to be available to facilitate possession of 1000 Sq.Yds. plot in favour of the complainant. Contention raised by learned counsel appearing for the petitioner that the investigating agency as also the Tehsildar

concerned is playing a partisan role was noticed and to allay any apprehension of the petitioner, in this regard, Mr.GS Nahel, Advocate was appointed as a Local Commissioner to be also present on the spot on 24.2.2016 to oversee and to ensure delivery of possession of the plot.

9. Report of the Local Commissioner dated 14.3.2016 has been placed on record.

10. Perusal of the report of the Local Commissioner clearly reveals that possession of the plot has not been delivered.

Relevant extract of the report reads as under:

".....Petitioner Bhim Singh identified the land in which barseen (green chari) is sown and stated that plot of 1000 sq.yard has been given to the complainant from this land, however, the complainant denied this fact. In the meantime, various persons from the locality reached at the spot and they stated that they had purchased plots from petitioner Bhim Singh and had constructed their houses. They also stated that only a few persons have got executed the sale deed and the remaining persons have constructed their houses on the basis of full and final payment agreement with the petitioner. After this, the petitioner went away from the spot by saying to bring some documents and thereafter, he did not return back."...

11. Thereafter, during the course of resumed hearing on 14.3.2016, statement of learned counsel appearing for the petitioner had been recorded that he would be ready and willing

to get the sale-deed executed to facilitate transfer of title of 1000 Sq.Yds. plot in favour of the complainant. In the light of such statement, parties had been directed to appear before the Sub Registrar, Panipat on 21.3.2016 for execution of the sale-deed in favour of the complainant as a follow up to the full and final agreement to sell dated 10.3.2015.

12. It so transpires that on 21.3.2016, the parties had come present in the office of Sub Registrar, Panipat. However, the sale-deed was not executed as the petitioner herein ostensibly was wanting a recital to be incorporated in the sale-deed with regard to delivery of possession.

13. The facts and circumstances noticed hereinabove would, prima facie, indicate that the conduct of the petitioner is not above board. As per report of the Local Commissioner to which objections have not been filed by the petitioner, he has sold plots from a certain parcel of land on the basis of full and final agreements to sell. It is only in a few instances that the sale-deed has been got executed.

14. Allegations are a pointer towards innocent persons like the complainant being duped of their hard earned money on the pretext of selling plots carved out of a common pool of land and without their being any demarcation or execution of sale-deed.

15. Such allegations would require a deep and thorough probe and which, in turn, may require custodial interrogation of the petitioner.

16. Accordingly, prayer made in the present petition filed under Section 438 of the Code of Criminal Procedure seeking

concession of anticipatory bail is declined.

17. Petition dismissed.

April 26, 2016

SRM

(TEJINDER SINGH DHINDSA)
JUDGE