

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CRM-M-24847-2017 (O&M)

Date of decision: 14.07.2017

Lakhvinder Singh @ Kala

..... Petitioner

Versus

State of Haryana

..... Respondent

CORAM: HON'BLE MR. JUSTICE RAMENDRA JAIN

PRESENT: Mr. Sanjiv Gupta, Advocate for the petitioner.

Mr. Arvinder Arora, Advocate for the complainant.

RAMENDRA JAIN, J. (ORAL)

1. In the instant petition under Section 438 Cr.P.C., the petitioner has prayed for grant of anticipatory bail in case FIR No. 266 dated 08.06.2017 registered under Sections 406, 420 and 120-B of the Indian Penal Code (for short 'the IPC') at Police Station Ambala City, on the allegations that cousin of the petitioner, namely; Gurtej Singh, entered into an agreement to sell with complainant-Kuldeep Singh on 27.03.2017, to sell his land. Resultantly, the complainant paid ₹ 52 lakhs as advance to Gurtej Singh, aforesaid, out of which ₹ 50 lakhs was paid through cheque. However, Gurtej Singh, refused to execute the sale deed in favour of the complainant. In the meantime, the complainant received a notice from Gurvinder Singh S/o Bhajan Singh resident of village Patvi, to the effect that Gurtej Singh, vendor had already entered into an agreement to sell his land to him, against which Gurtej Singh, again received ₹ 52 lakhs from the

complainant vide agreement to sell dated 27.03.2017. In this way, the

complainant was cheated by Gurtej Singh. A suit for specific performance of agreement to sell was also filed by Gurvinder Singh against Gurtej Singh. The petitioner had also executed an affidavit dated 11.05.2017 (Annexure P-2) in favour of complainant-Kuldeep Singh, admitting the agreement dated 27.03.2017, executed by his cousin-Gurtej Singh, in favour of the complainant.

2. Learned counsel for the petitioner contends that the petitioner is only the signatory of the aforesaid agreement to sell dated 21.03.2017 and not the beneficiary. Even otherwise, the complainant has not levelled even a single allegation against the petitioner.

3. On the other hand, learned counsel for the respondent-complainant contends that Gurtej Singh in his disclosure statement before the police has stated that out of the total part sale consideration of ₹ 52 lakhs, ₹ 10 lakhs were with the petitioner. He further contends that the petitioner was very much aware about the earlier transaction entered into by his cousin-Gurtej Singh with Gurvinder Singh, as much as with regard to pendency of a civil suit for specific performance of agreement to sell filed by him against Gurtej Singh, but despite that the petitioner in connivance with his cousin attested the alleged agreement to sell dated 27.03.2017, to cheat the complainant.

4. Considering the overall facts and circumstances of the case, this Court is of the considered opinion that the petitioner does not deserve the concession of anticipatory bail as *prima facie* knowledge of the petitioner qua earlier transaction entered into by his cousin Gurtej Singh with Gurvinder Singh cannot be ruled out. More so, according to learned counsel for the complainant, Gurtej Singh, in his disclosure statement

before the police has stated that out of the total part sale consideration of ₹ 52 lakhs, ₹ 10 lakhs are with the petitioner.

5. The submission of learned counsel for the petitioner qua observation of the learned Additional Sessions Judge, Ambala, in the order dated 07.07.2017 dismissing the bail application of the petitioner, regarding use and recovery of Gandasi, is meritless because that seems to be a typographical mistake may be due to cut and paste.

6. Dismissed.

7. It is clarified that anything observed here-in-above shall not be taken as an expression of opinion, on the merits of the controversy.

July 14, 2017

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**(RAMENDRA JAIN)
JUDGE**

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No