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

**Date of decision: July 04, 2017
CRM-M-27839 of 2016**

Ram Pal

.....Petitioner

Versus

State of Haryana

.....Respondent

CRM-M-28766 of 2016

Gurbhag Singh

.....Petitioner

Versus

State of Haryana

.....Respondent

CORAM: HON'BLE MR. JUSTICE A.B. CHAUDHARI

Present: Mr. S.P.S. Sidhu, Advocate the petitioner.

Mr. G.S. Salwara, DAG Punjab.

Mr. H.P.S. Ishdar, Advocate for the complainant.

A.B. CHAUDHARI, J (Oral)

Heard learned counsel for the rival parties.

In FIR No.115 dated 23.07.2016, under Sections 406, 420, 467, 468, 471, 120-B of Indian Penal Code, 1860, registered at Police Station Kalka, District Panchkula, both the petitioners seek anticipatory bail. This Court had made an order dated 12.08.2016 (in CRM-M-27839 of 2016) and order dated 22.08.2016 (in CRM-M-28766 of 2016) granting *ad interim* anticipatory bail to the petitioners.

The FIR was lodged by Loveleen Kaur-complainant daughter of Paramjit Singh, resident of Gurudwara Sahib, Sector 8,

Chandigarh. It is mentioned in the FIR that these two petitioners, namely, Ram Pal and Gurbhag Singh are property dealers since last few years. The allegations are that they had induced the complainant to make payment of money to Rattan Lal in respect of immovable property, namely two pieces of land measuring 1 Bigha 8 Biswas and 1 Bigha 17 Biswas respectively, bearing Khasra No.201/105, Village Tagra Hakimpur, H.B. No.150, Tehsil Kalka, District Panchkula.

Instead of repeating what is stated in the FIR, it would be appropriate to quote the following portion from the FIR itself:-

“In July 2015, Gurbhag Singh told my maternal uncle about prime piece of agricultural land situated near the road in Village Tagra, Hakimpur, Tehsil Kalka, District Panchkula, Haryana and falling within the territorial limits of District Panchkula which is available for sale. Gurbhag Singh further said that he is also going to purchase a part of this aforesaid land. In this regard, Gurbhag Singh made my maternal uncle meet the owner of the land Rattan s/o Sh. Godh Ram, r/o Village Tagra, Hansuva and also showed him the said agriculture land. In this meeting, Naib Singh, nephew of Rattan Singh was also present. My maternal uncle told me about this agricultural land and on 28.07.2015, and on the asking of Gurbhag Singh, executed agreement to sell jointly in my name and in the name of Gurvinder Singh, brother of Gurbhag Singh with the owners of the said property for two pieces of land measuring 1 Bigha 8 Biswas and 1 Bigha 17 Biswas respectively, bearing Khasra No.201/105, Village Tagra Hakimpur, H.B. No.150 Tehsil Kalka, District Panchkula. My maternal uncle and I had carried the entire amount of

earnest money in cash to Kalka. But at that time, accused Gurbhag Singh informed us that he is short of cash whereupon accused Rattan suggested that Gurbhag Singh should take Rs.14 lacs in cash from Loveleen Kaur and issue a cheque in lieu of this amount in favour of Rattan, who would encash the same. In response to this suggestion, accused Gurbhag said that since money is lying in his bank account, the cheque would be cleared instantly. Believing the words of the aforesaid accused persons as true and in good faith, I paid Rs.14 lacs in cash to Gurbhag Singh who in turn issued cheque amounting to Rs.14 lacs in favour of Rattan Singh bearing cheque No.7175546, through A/c No.01881000021426, HDFC Bank, Kalka. In this way, accused Rattan took Rs.10 lacs in cash from us and further made us give Rs.14 lacs to accused Gurbhag. Gurbhag entered cheque given in lieu of cash in the agreement to sell in our name. Hence on that day we paid a total sum of Rs.24 lacs to Rattan as earnest money and the details of aforesaid cheque were duly mentioned in the agreement to sell. Later on accused Rattan started demanding Rs.14 lacs from us on the pretext that the cheque given in bayana has bounced. We confronted Rattan by saying that in fact it was on his asking that we had given cash to accused Gurbhag who then issued cheque and which was again at his behest entered in the agreement to sell. But accused Rattan reneged from his statement. Denied having said anything to this effect and started threatening us with cancellation of agreement to sell consequent to the cheque not having been cleared. When we asked Gurbhag Singh to return cash given in lieu of the aforesaid cheque, he started dilly dallying. According to the agreement to sell, the last date of

registration was 30.11.2015. Hence under pressure because of the threats being issued by Rattan we had to give Rs.14 lacs in cash to Rattan in lieu of the aforesaid cheque, in the presence of his nephew Naib Singh, resident of Bunga. After having taken the aforesaid pending amount from us, when we asked Rattan to register the agreement to sell in our name, he took Rs.14 lacs from us returned cheque dated 30.11.2015 issued by Gurbhag Singh and deliberately extended the last date of registration on the agreement to sell to 30.12.2015. Rattan further told us that he would get the agreement to sell registered in our name after paying the pending amount to Gurbhag. When we asked Rattan to make a mention of Rs.14 lacs given in cash by us in the agreement to sell, he refused to oblige but said that we should keep the cheque issued by Gurbhag and that he would ensure that Gurbhag returns the money given by us in lieu of the said cheque. In this manner accused Rattan deceived us with his clever talk and misrepresentation.”

In the light of the above allegations made in the FIR, it is clear that the petitioners have acted as property agents and the real beneficiary is Rattan Lal who received the money.

This Court had granted *ad interim* anticipatory bail to petitioner-Ram Pal, on 12.08.2016 (in CRM-M-27839 of 2016) and to petitioner-Gurbhag Singh on 22.08.2016 (in CRM-M-28766 of 2016) and they joined the investigation. In the wake of the aforesaid allegations and since the petitioners have acted only as property agents, I do not think there is any point in rejecting their plea for anticipatory bail as their custody do not necessary. In that view of the

matter, I am inclined to confirm *ad interim* anticipatory bail orders.

CRM-M-27839 of 2016 and CRM-M-27866 of 2016 are allowed. Interim orders dated 12.08.2016 granting *ad interim* anticipatory bail to petitioner-Ram Pal in CRM-M-27839 of 2016 and dated 22.08.2016 granting *ad interim* anticipatory bail to petitioner-Gurbhag Singh in CRM-M-28766 of 2016, are made absolute.

Petitions stand disposed of, accordingly.

(A.B. CHAUDHARI)
JUDGE

July 04, 2017

mahavir

Whether speaking/ reasoned: Yes/No

Whether Reportable: Yes/No