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

**Date of decision: July 13, 2017
CRM-M-9071 of 2017 (O&M)**

Mehar Singh

.....Petitioner

Versus

State of Punjab and others

.....Respondents

CRM-M-11677 of 2017

Amrik Singh

.....Petitioner

Versus

State of Punjab and others

.....Respondents

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

Present: Mr. Sardavinder Goyal, Advocate for the petitioner(s).

Mr. Ramandeep Sandhu, Sr. DAG Punjab.

Mr. Gaurav Goel, Advocate for respondents No.2 and 3.

A.B. CHAUDHARI, J

CRM No.12136 of 2017

Heard.

Application is allowed and complainants-Kulbir Kaur and
Paramjit Kaur as mentioned in Para 3 of the application are impleaded
as respondents No.2 and 3 for the purposes of the petition. Amended
memo of parties is taken on record.

CRM-M-9071 of 2017 AND
CRM-M-11677 of 2017

By this common order, the above said both the petitions

would be disposed of.

In both these petitions, the petitioners seek anticipatory bail in FIR No.3 dated 03.01.2017, under Sections 420, 12-B of Indian Penal Code, 1860, registered at Police Station Sadar Ludhiana.

Learned counsel for the petitioners, in both these petitions, vehemently argued that the nature of dispute in the said FIR is of civil and therefore, the petitioners deserve to be granted anticipatory bail. Learned counsel then submitted that the dispute being of civil nature which can also be seen from the reading of the FIR, there is no need to have custody of the petitioners. At any rate, according to him, the petitioners are ready to cooperate with the investigating machinery and therefore, they deserve the relief of grant of anticipatory bail. Learned counsel for the petitioners relied on two judgments of this Court for the proposition that the dispute is of civil nature.

Per contra, learned counsel for the respondents vehemently opposed these petitions for grant of anticipatory bail and submits that there is clear-cut fraud and cheating committed by the petitioners and in no case, the dispute can be termed in civil nature. Learned counsel for the respondents, therefore, submitted that the benefit of anticipatory bail cannot be extended to the petitioners as there are allegations against them of collection of money from the complainant and having obtained huge amount from the complainant.

I have heard learned counsel for the rival parties.

Following is the substance of allegations against both the petitioners:-

“The case arising out of FIR No.03 of 3.1.2017 under sections 420, 120B IPC relating to P.S. Sadar, Ludhiana has been registered against the accused/applicants on the application bearing CR No.1017050 dated 25.10.2016 moved by complainant Smt. Kuldip Kaur and Paramjit Kaur stating therein that they complainants are sisters and their brother and father Mehar Singh and father Amrik Singh entered into an agreement to sell a farm house measuring 120 square yards in the year 2011 who failed to execute sale deed by saying that there is injunction order passed by the court and induced the complainants to buy Kothi in lieu of farmhouse measuring 105 square yards situated at Bhagat Singh Nagar, Dhandra Road, Ludhiana bargain of which had struck in Rs.23,00,000/- out of which Accused No.1 Gurcharan Singh had already received Rs.15,00,000/- from them and received Rs.6,00,000/- more after adjusting the aforesaid amount by their father accused No.3 Amrik Singh and accused No.1 Gurbachan Singh. Apart from the aforesaid amount, they had also taken more money from them but inspite of that they have neither returned the aforesaid amount nor executed the sale deed. Subsequently, a compromise was affected as per which either to money was to be returned back to complainants by Gurbachan Singh or in lieu of aforesaid amount entered into an agreement to sell dated 16.3.2016 regarding plots No.11, 12, 13 and 14 situated at Village Himayupura, Ludhiana in Rs.20,00,000/- with the condition that in case accused No.1 fails to get the sale deed executed upto 10.10.2016, complainants will get payments through cheques No.119822, 119823, 119824, 119825 issued under the signatures of accused Gurcharan Singh all drawn on I.C.I.C.I. Bank mentioned of which has

been made specifically in the aforesaid agreement to sell. As per agreement, accused failed to get sale deed executed upto 10.10.2016 and when complainant presented the aforesaid cheques for encashment as per agreement, the same were dishonoured. Accused have sold part of the aforesaid property to others regarding which they have executed the sale deeds on the basis of which mutations have also been sanctioned in favour of purchasers vide mutations No.8116 and 8121 dated 5.10.2016 and 13.10.2016. Now accused are threatening to do what the complainants can do and faltly refused to get the sale deed executed in their favour and they further threatened to implicate complainants in some false cases.”

The nature of the allegations read above clearly show that except cheating and playing fraud on the complainant, both the petitioners did not have any bonafide intention. Having misappropriated the huge amount from the complainant, it cannot lie in the mouth of the petitioners that the dispute is of civil nature. At any rate, there being prima-facie case against the petitioners, the question of grant of anticipatory bail to them cannot arise.

In that view of the matter, both these petitions, i.e. CRM-M-9071 of 2017 and CRM-M-11677 of 2017 stand dismissed.

(A.B. CHAUDHARI)
JUDGE

July 13, 2017

mahavir

Whether speaking/ reasoned: Yes/No

Whether Reportable: Yes/No