IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-21130 of 2017(O&M)
Date of Decision:23.02.2018

Harbhajan Kaur ....Petitioner

V/S

State of Punjab ....Respondent

CRM-M-21596 of 2017(O&M)

Gurpinder Singh ....Petitioner

V/S

State of Punjab ....Respondent

CRM-M-22345 of 2017 (O&M)

Amrik Singh ....Petitioner

V/S

State of Punjab ....Respondent

CORAM: HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

Present: Mr.Naresh Kaushik, Advocate for the petitioners.

Mr.S.S.Sandhu, AAG, Punjab.

Mr. Naresh Kaushal, Advocate for the complainant.

Mr.Vikas Chatrath, Advocate for respondent No.3.

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TEJINDER SINGH DHINDSA, J. (ORAL)

This order shall dispose of CRM-M-21130 of 2017 titled as (Harbhjan Kaur Vs. State of Punjab), CRM-M-21596 of 2017 titled as (Gurpinder Singh Vs. State of Punjab) and CRM-M-22345 of 2017 titled as (Amrik Singh Vs. State of Punjab), as all these three connected petitions are arising out of case FIR No.77 dated 03.05.2017 under Sections 406, 420 and 120-B IPC registered at Police Station Phase-1 Mohali District Mohali and the prayer is for grant of concession of pre-arrest bail to the petitioners.

Briefly stated, it may be noticed that FIR in question was registered on the statement made by the complainant-Manjit Singh son of Inder Singh. It was alleged that a agreement to sell dated 14.12.2015 was entered into with the petitioners herein in respect of a built up residential premises admeasuring 482.5 square yards. The total sale consideration amount was fixed as Rs.1,30,00,000/-. The total amount of Rs.89,00,000/- is stated to have been paid by the complainant party to the accused party/petitioners herein towards earnest money.

Precise allegation is that there was an intent to cheat from the very inception, as there was a loan on the property sanctioned by the State Bank of India, Branch Phase-7 Mohali, as also a bank limit of Rs.1,45,00,000/- regarding which the purchaser party/complainant was kept in the dark. As per condition No.4 contained in the agreement to sell, it had been recited to the contrary that the property was free from all encumbrances. Yet another allegation is that the accused/petitioners herein in connection with Patwari concerned had shown to the complainant a farad in which there was no mention of the bank limit of Rs.1, 45,00,000/- on the property in question.

During the course of arguments today, it is gone uncontroverted that the property in question is in the joint names of all the three petitioners in these connected petitions. Receipt of Rs.89,00,000/- is also conceded by the counsel representing the petitioners herein. The dues with the bank as regards the loan and bank limit on the property having not been settled completely till date is also conceded by the counsel for the petitioners.

The allegations against the petitioners herein are serious in nature. Against the gravity of offence, this Court is not inclined to extend in their favour the concession of anticipatory bail.

In taking such a view what has also weighed with this Court is the conduct of petitioners. It would be apposite to take note that CRM-M-21130 of 2017 preferred by Harbhajan Kaur came up for preliminary hearing before this Court on 08.06.2017 and counsel on such date had submitted that he has instructions to the effect that husband of the petitioner i.e Amrik Singh and who would be construed as the main accused would surrender during the course of the day.

Amrik Singh petitioner in CRM-M-22345 of 2017 chose not to surrender in spite of the undertaking having been furnished.

Subsequently, Amrik Singh was granted interim protection upon an undertaking having been recorded that he would clear the entire liability on the house sold to the complainant. Even such undertaking was not fulfilled. Thereafter on 20.07.2017, an assurance was held out by counsel representing the petitioners that efforts are being made to settle the dispute and to clear the entire liability. On 20.07.2017, this Court had recorded that if no concrete steps are taken by 24.08.2017, the interim protection would stand withdrawn.

In spite of indulgence having been shown, petitioners did not clear the liability. On a subsequent date of hearing i.e. on 26.10.2017, petitioners were directed by this Court to deposit an amount of Rs.70 lakhs in their account with State Bank of India Branch SAS Nagar within a period of four weeks. Such order was passed in the presence of Mr. Naresh Kaushik, learned counsel representing the petitioners. Even such direction has been flouted.

This Court is convinced that the petitioners have played a game of buying time from this Court after having been granted interim protection and furnished various undertakings and none of which was fulfilled and attempt has been made to hoodwink the Court.

In view of the reasons recorded above, the prayer made in these three petitions for grant of anticipatory bail is declined.

Petitions dismissed.

(TEJINDER SINGH DHINDSA)
JUDGE

23.02.2018
Anjal

Whether speaking/reasoned? Yes/No
Whether reportable? Yes/No