

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

CRM-M-31896-2018

Date of Decision:-02.08.2018

Jagsir Singh

... Petitioner

Versus

State of Punjab

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Pawan Kumar, Senior Advocate with
Mr. Rohit Kumar, Advocate
for the petitioner.

Ms. Ruchika Sabherwal, AAG, Punjab.

Mr. P.K.S. Phoolka, Advocate
for the complainant.

GURVINDER SINGH GILL, J. (Oral)

Petitioner-Jagsir Singh seeks grant of anticipatory bail in case
FIR No.67 dated 03.07.2018 under Section 420 of Indian Penal Code, 1860,
Police Station Bhadaur, District Barnala.

The allegations in nut-shell are that the petitioner had agreed to
sell a piece of land situated on Barnala road, village Bhadaur and had
received an amount of ₹14,50,000/- whereas in fact it later transpired that he
was never the owner of the land and upon inquiry it came to be known that

the said land had subsequently been sold by original owner Ashok Kumar to Paramjit Kaur, Amarjit Kaur and Darshan Kaur.

Notice of this petition was issued to the respondent.

Learned State counsel assisted by learned counsel for the complainant has opposed the application.

Learned counsel for the petitioner has submitted that he had not deceived the complainant in any manner and it was made clear to him that he was owner on the basis of agreement to sell. It is further submitted that the petitioner and complainant were working jointly for sale and purchase of properties.

Having heard learned counsel for the petitioner and also learned State counsel, besides learned counsel for the complainant and having perused the documents annexed with the petition, I find that initially an agreement dated 23.07.2009 (Anneuxre P-2) had been entered into between the seller Ashok Kumar and Jagsir Singh in respect of the land in question and an amount of ₹5 lakhs had been given as earnest money and it was agreed that the remaining amount would be received on 15.06.2011 at the time of getting the sale deed executed. It was specifically agreed amongst the parties that the sale deed could be got executed in favour of anyone else nominated by the vendee.

As regards the agreement with the complainant in question i.e. agreement dated 18.12.2012 (Annexure P-3), a perusal of the said agreement shows that while entering into the agreement a specific recital was made therein and it was made clear that the petitioner was not the registered owner and that he was owner by virtue of agreement to sell. It was further recited

in the said agreement that possession of the property in question had been handed over to the vendee.

Subsequently, the aforesaid land in question was sold by the registered owner Ashok Kumar on 24.08.2012 in favour of Paramjit Kaur, Amarjit Kaur and Darshan Kaur. Learned counsel for the petitioner has submitted that in fact the said sale deed had been got executed with the consent and knowledge of Jagsir Singh as the land in question was sold at a higher price and the profits were to be shared with the earlier owner i.e. Jagsir Singh etc. Learned counsel for the petitioner in order to hammer-forth the aforesaid contention has drawn the attention of the Court to the document Annexure P-6 which is in the nature of settlement of accounts wherein several properties are mentioned and the accounts have been settled amongst Nirbhay Singh and Jagsir Singh. As per the said document an amount of ₹89,000/- was to be paid by Nirbhay Singh to Jagsir Singh. The said document is however disputed by learned counsel for the complainant. A perusal of the document however, shows that the said document was witnessed by Daljit Singh, who is witness to the agreement dated 18.12.2010 in favour of the complainant.

It is further been submitted by learned counsel for the petitioner that pursuant to the aforesaid settlement of accounts, the complainant did not pay the outstanding amount of ₹89,000/- constraining the petitioner to serve a legal notice and ultimately to file civil suit and it was pursuant to filing of said civil suit that the present FIR was got lodged as a counterblast.

Having regard to the aforesaid facts and circumstances and also bearing in mind the fact that the FIR in question has been filed after eight years of the agreement in question and after six years of the sale effected by

Ashok Kumar of property in question and also bearing in mind that the present case is mainly based on documentary evidence, in my opinion, I do not find that it is a case of custodial interrogation.

Accordingly the petition is hereby accepted. In the event of arrest, the petitioner be released on interim bail subject to his furnishing personal bonds and surety bonds to the satisfaction of Arresting/Investigating Officer. However, the petitioner shall join the investigation as and when called upon to do so and cooperate with the Investigating Officer and shall also abide by the conditions as provided under Section 438 (2) Cr.P.C.

It is, however, clarified that none of the observations made above shall be taken to be an expression on merits of the main case.

02.08.2018
Gaurav Sorot

(GURVINDER SINGH GILL)
JUDGE

Whether reasoned / speaking? Yes / No

Whether reportable? Yes / No