

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CRM-M-37030-2018

Date of decision: 22.10.2018

Ranjit Singh

..... Petitioner

Versus

State of Haryana and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE RAMENDRA JAIN

PRESENT: Mr. AK Sinha, Advocate for the petitioner.

Mr. Yashwinder Singh, DAG, Haryana.

Mr. Vishal Garg, Advocate for respondent No. 2.

RAMENDRA JAIN, J. (ORAL)

Through this petition under Section 438 Cr.P.C., prayer has been made for grant of anticipatory bail to petitioner-Ranjit Singh in case FIR No. 147 dated 03.11.2017 registered under Sections 420 and 120-B IPC at Police Station Sector-20, Panchkula.

Briefly, the petitioner agreed to sell Flat No. E-204, Sandeep Vihar, GH-79, Sector -20, Panchkula, owned by his real brother, namely; Jagjit Singh to complainant respondent No. 2-Devender Nirmal, for a sum of ₹ 88.50 Lakhs. The petitioner also executed an agreement to sell in this respect dated 11.01.2013, propagating himself to be the general attorney of his brother and obtained ₹20 lakhs from the complainant. Thereafter, the complainant paid the balance sale consideration of ₹ 68.50 lakhs also to the petitioner. Therefore, nothing remains payable against sale consideration of the said flat. Now, it was turn of the petitioner to get the sale-

deed/conveyance deed executed in favour of complainant-respondent No. 2. However, before execution and registration of any such sale-deed/conveyance deed in favour of respondent No. 2, real owner of the flat in question, namely; Jagjit Singh, who is none else, but real brother of the petitioner got cancelled the general attorney in favour of petitioner. Therefore, till date the complainant is without any title of the flat in question, despite parting with a handsome amount of ₹88.50 lakhs, which he undisputedly, had paid to the petitioner.

Learned counsel *inter alia* contends that at no point of time the petitioner had any intention to cheat the complainant, because before registration and execution of the sale-deed/conveyance deed, he had handed over peaceful possession of the flat in question to him. Since, the flat pertains to Army Welfare Housing Organization, therefore, certain formalities were required to be completed which took sufficient time. In the meantime, brother of petitioner, namely; Jagjit Singh, real owner of the flat becoming dishonest, fraudulently revoked the General Attorney in his favour on 17.09.2015. The petitioner is not the beneficiary of sale transaction as the entire money paid to him by respondent No. 2, was further passed on by him to his brother. Letters dated 05.06.2013 and 01.09.2013 (Annexures P-5 and P-6, respectively) written by the petitioner to the Army Welfare Housing Organization, for transfer of flat in question in favour of respondent No. 2, proves *bona fide* of the petitioner that he never had any dishonest or fraudulent intention to commit any cheating with the complainant.

On the other hand, learned State counsel assisted by learned counsel for complainant-respondent No. 2, strongly refuting the

submissions of learned counsel for the petitioner contends that from the very beginning the petitioner had dishonest intention to commit fraud and cheating with the complainant, because the day on which the petitioner received ₹ 20 lakhs from the complainant as part sale consideration of the flat in question, he was not even the general attorney of his brother Jagjit Singh (real owner). It is friendly match in between two real brothers and is being played for committing fraud and cheating with the complainant for a handsome amount of ₹ 88.50 lakhs. The possession of the complainant over the flat in question does not pass on title. Therefore, the delivery of possession does not *ipso facto* prove any good intention of the petitioner. Jagjit Singh, real brother of the petitioner, has filed petition bearing CRM-M-12226-2018, for quashing of impugned FIR and in case, the petitioner is granted anticipatory bail or FIR in question is quashed, both the brothers would succeed in usurping the hard earned money amounting to ₹ 88.50 lakhs of complainant-respondent No. 2.

Having given anxious consideration to the rival submissions of both the sides, this Court is not inclined to grant anticipatory bail to the petitioner, inasmuch, as, the amount for which the complainant has been agreed to part with, is a handsome amount i.e. around ₹ 1 crore and major portion of which was paid in the year 2013 only and rest in the years 2014 and 2015.

Undisputedly, the entire sale consideration has been paid by the complainant, but still he is at the mercy of both the brothers for confirmation of his title over the flat in question, despite parting with handsome amount. Cancellation of general attorney in favour of the petitioner by his real brother-Jagjit Singh, real owner of the flat in question,

before execution and registration of sale-deed/conveyance deed speaks volumes about the dishonest intention of both the brothers to commit cheating and fraud with respondent No. 2-complainant.

Considering overall facts and circumstances of the case, this Court is not inclined to grant anticipatory bail to the petitioner. Therefore, the instant petition being completely devoid of any merit is dismissed.

October 22, 2018
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(RAMENDRA JAIN)
JUDGE

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