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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M No. 42258 of 2017
Date of Decision: 08.01.2018

Gurpreet Singh

..... Petitioner

Versus

State of Punjab

..... Respondent

CORAM: HON'BLE MR. JUSTICE SUDIP AHLUWALIA

Present: Mr. S.S. Rangî, Advocate,
for the petitioner.

Ms. Rajni Gupta, Senior D.A.G., Punjab.

Mr. Nandan Jindal, Advocate,
for the complainant.

SUDIP AHLUWALIA, J. (ORAL)

The instant petition has been filed by the petitioner Gurpreet Singh under Section 438 of the Code of Criminal Procedure to seek anticipatory bail in case F.I.R. No.191, dated 20.09.2017, under Sections 420/120-B of the Indian Penal Code, registered at Police Station Jamalpur, District Ludhiana.

2. The petitioner's contention is that he is a *bonafide* purchaser of

the disputed house, which was allegedly transferred to him by the erstwhile owner Amarinder Singh vide sale deed dated 12.02.2013 for a consideration price of ₹1,76,000/- (Rupees One Lac and Seventy Six Thousand Only). He, thereafter, sold the same property to the complainant on 19.05.2014.

3. In the meantime, one Aruna Malik, a resident of Ludhiana, filed a suit for specific performance on the basis of an earlier agreement to sale allegedly executed in her favour on 14.02.2012 in which consideration price of the concerned house was mentioned as being ₹3,00,000/- (Rupees Three Lacs Only). The time for execution of the sale deed was extended in the month of October, 2012 till 14.01.2013, but Amarinder Singh did not execute the sale deed inspite of appearance of the purchaser Aruna Malik. He instead allegedly sold the house of the petitioner a month later.

4. The present bail petition of the petitioner is opposed on behalf of the complainant, who alleges that the petitioner was not an innocent purchaser, but had actually entered into the transaction with him in connivance with Amarinder Singh by giving a false declaration that inspite of having purchased the house, he had “lost” the original title deed, and on the basis of such declaration, the complainant was able to obtain loan from the Bank for the purpose of purchase as well as renovation. Subsequently, the civil suit filed by Aruna Malik was decreed and the relevant sale deed got executed in her favour on 14.03.2017 in pursuance of the decree. The complainant lodged the F.I.R. after coming to know of these facts on 20.09.2017.

5. It is further submitted on behalf of the petitioner that the real culpability, if any, lies upon Amarinder Singh, who is stated to have been

granted interim bail by a Co-ordinate Bench during the vacation in CRM-M No.50097 of 2017.

6. Ld. Counsel for the complainant, however, submits that he intends to approach the Court for cancellation of the bail on merits.

7. Be that as it may, the facts that property in question was transferred by Amarinder Singh in favour of the present complainant only a year earlier to the sale made by him was valued five times less than the subsequent sale amount, and that the petitioner is a resident of the same village as Amarinder Singh, even if not directly related to him, and the fact that he had gone to the extent of giving a declaration that his original title deed had been “lost” even though he admittedly never received the same from Amarinder Singh at any stage, would go to indicate that his contention of being an outright “innocent purchaser” cannot be taken on its face value at this stage.

8. For the aforesaid reasons, this Court finds no justification to grant the benefit of anticipatory bail to the petitioner.

9. Dismissed.

08.01.2018

Apurva

**(SUDIP AHLUWALIA)
JUDGE**

1. Whether speaking/ reasoned : Yes/ No

2. Whether reportable : Yes/ No