

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-51421-2018 (O&M)
Date of decision:05.12.2018

Sandeep Kaur

....Petitioner

Versus

State of Punjab

.....Respondent

CORAM : HON'BLE MR.JUSTICE GURVINDER SINGH GILL

Present: Mr. Parvinder Singh, Advocate
for the petitioner.

Mr. A.S. Sandhu, Addl. A.G., Punjab.

GURVINDER SINGH GILL, J. (ORAL)

The petitioner seeks grant of anticipatory bail in respect of FIR No.66 dated 05.06.2018 registered at Police Station Rahon, District Shaheed Bhagat Singh Nagar, under Sections 420, 120-B of Indian Penal Code, 1860.

The FIR was lodged at the instance of Gurdeep Singh wherein it is alleged that he is resident of Italy and that the petitioner and her husband had agreed to sell plot measuring 1 'Kanal' 10 'Marlas' while stating the same to be owned by them and had received an amount

of ₹14 lakhs on various occasions till 2011. Further, whenever the complainant visited Indian so to get the sale deed executed, the accused did not get the sale deed executed on the pretext that the real owner was residing abroad. It is further alleged that subsequently when the complainant repeatedly asked for execution of the sale deed, the accused expressed inability and gave a cheque for an amount of ₹14 lakhs, which upon presentation was dishonored due to 'insufficient funds'.

Learned counsel for the petitioner has submitted that the petitioner has falsely been implicated in the present case and that the alleged cheque in question was never issued by the petitioner and that even if the said cheque is taken into account, at best it would be a liability under Section 138 of the Negotiable Instruments Act, 1881. Learned counsel has further submitted that even if the allegations as levelled in the FIR are taken to be correct, the same at best would constitute a civil liability. Learned counsel in order to hammer forth his contention pressed into service *Amarjit Singh vs. State of NCT of Delhi*, 2002(2) RCR (Criminal) 543 and *Ravinder Saxena vs. State of Rajasthan*, 2010(1) SCC 684.

On the other hand, learned State counsel while opposing the application has submitted that it is a case where the accused had cheated the complainant inasmuch as the accused were never the owners of the property in question, although they have been representing themselves as owners as would be evident from perusal of the agreement to sell and also from the endorsements made thereupon at the time of extension of time for execution of the sale deed wherein the petitioner has admitted that

they had “sold” the property in question. Learned State counsel has further submitted that even though it is not the petitioner who had issued the cheque in question, but the co-accused is none else but husband of the petitioner and that in any case, agreement to sell in question was signed by the petitioner herself.

Having considered rival contentions addressed before this Court, I find that it is a case where none of the accused was owner of the property in question and despite the same an agreement was entered into. A perusal of the agreement and the endorsements made thereupon show that they virtually represented themselves as owner, but never got the sale deed executed. Although an amount of ₹14 lakhs was subsequently sought to be returned by way of cheque issued by husband of the petitioner but the same was dishonored.

As regards judgment rendered in case titled as Amarjit Singh (supra), it is a case where Hon’ble Supreme Court had deprecated and struck down a condition of deposit of ₹15 lakhs as imposed by High Court at the time of grant of anticipatory bail. The facts being distinct in the present case, the judgment is of no avail to the petitioner. As regards judgment rendered in case titled Ravinder Saxena (supra) the facts are distinguishable inasmuch as in the present case, the petitioner had executed agreement despite the fact she was not owner of the property in question, which is not so in the cited case.

In view of the aforesaid discussion, I do not find any special case for grant of anticipatory to the petitioner. There is no merit in this

petition and the same is hereby dismissed.

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

05.12.2018
Gaurav Sorot

(GURVINDER SINGH GILL)
JUDGE

Whether reasoned / speaking? **Yes / No**

Whether reportable? **Yes / No**