

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-8146-2019

DATE OF DECISION:-22.02.2019

GURCHARAN SINGH

...PETITIONER...

V.

STATE OF PUNJAB

...RESPONDENT...

CORAM: HON'BLE MR. JUSTICE RAMENDRA JAIN

Present: Mr. B.B. Bagga, Advocate,
for the petitioner.

Mr. Gitish Bhardwaj, Advocate,
for the complainant.

RAMENDRA JAIN, J. (ORAL)

Mr. Gitish Bhardwaj, Advocate has appeared on his own and filed vakalatnama on behalf of the complainant, though, he has not been impleaded as party. The same is taken on record. Be tagged at appropriate place.

Prayer in this petition under Section 438 Cr.P.C. has been made for grant of anticipatory bail to the petitioner, in case, FIR No.0011 dated 18.01.2019, registered under Sections 406 and 420 IPC at Police Station Fatehgarh Sahib.

According to the prosecution, petitioner along with his brother namely, Tejinder Singh on 13.04.2015, cheated the complainant for ₹15.00 lakh by executing an agreement to sell in his favour. But later on,

petitioner executing general attorney in the name of his said brother got

transferred the plot in favour of his sister-in-law instead of fulfilling his promise with the complainant.

Learned counsel drawing attention of this Court to the first inquiry report (P-2), on the initial complaint of the complainant, contends that SP Fatehgarh Sahib declared the alleged dispute amongst the parties is of civil nature. He further drew attention of this Court to the statement of the complainant, whereby he withdrew his initial complaint on the pretext that he will pursue his legal remedy before civil court. He contended that in fact, complainant is a financier, who by giving loan of ₹5,50,000/- fraudulently got signed agreement to sell in question, reciting the payment of ₹15.00 lakh. For that purpose, complainant never issued any notice to the petitioner deliberately knowing his fraudulent action. The particulars given in the agreement to sell qua the property, upon which, the complainant is relying upon, are wrong, because there exists construction on the site, which was allegedly agreed, to be sold to the complainant, since the year 2003. The impugned agreement was got executed by the complainant fraudulently from the petitioner

On the other hand, learned counsel for the complainant refuting the above submission contends that general attorney was executed by petitioner in favour of his brother in the year 2003 for the land which he agreed to sell to the complainant, but did not disclose this fact to the complainant. The petitioner through his real brother and general attorney got transferred the said property in favour of his sister-in-law to cheat and defraud the complainant.

After giving thoughtful consideration to the rival submissions, this Court is not inclined to grant anticipatory bail to the petitioner, inasmuch as, complainant has been cheated by huge amount of ₹15.00 lakh in the year 2015. Therefore, custodial interrogation of the petitioner is required to recover the cheated amount.

Dismissed.

22.02.2019

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(RAMENDRA JAIN)
JUDGE

whether speaking/reasoned:

Yes/No

whether reportable:

Yes/No