

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

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**C.R.M-M No.28436 of 2018 (O&M)
Date of Decision : 14.05.2019**

Sucha Singh

..... Petitioner

Versus

State of Punjab

..... Respondent

CORAM : HON'BLE MR.JUSTICE AJAY TEWARI

Present : Mr. G.P.S. Bal, Advocate
for the petitioner.

Ms.Amarjit Kaur Khurana, DAG, Punjab.

Mr. Krishan Sehajpal, Advocate
for the complainant.

AJAY TEWARI, J. (ORAL)

This petition has been filed under Section 438 Cr.P.C. for grant of anticipatory bail to the petitioner in case FIR No.72 dated 09.05.2018 registered under Section 420 IPC at P.S. City Nawanshahr.

As per the allegations in FIR, the petitioner had agreed to sell his property measuring 8½ marlas to the complainant by agreement to sell dated 28.05.2015 for a total amount of Rs.9.5 lakhs. He had received a sum of Rs.4 lakhs on the date of execution of the sale deed. However, the sale

deed was not executed and the date was extended to 27.11.2015. On 27.11.2015 the petitioner alleged to have obtained amount of Rs.75,000/- and the time of executing the sale deed was extended upto 26.02.2016. Thereafter also the petitioner also did not execute the sale deed and when the complainant made the inquiry, he came to know that in fact the petitioner had transferred the land in favour of his son prior to the date of extension. As per the complainant, this act of the petitioner in first transferring the land in favour of his son and then extending the date of sale deed and took a sum of Rs.75,000/- was a fraudulent act.

Today counsel for the complainant has stated that the complainant has already filed a suit for specific performance of the agreement to sell. The case of the petitioner on the other hand is that the petitioner had obtained a loan from the complainant and at that time the complainant had obtained his signatures on blank documents and had used these blank documents to create this agreement to sell. As per the counsel for the petitioner, alongwith the bail petition, the petitioner had given details of certain cheques which as per him had been paid to the complainant which would show that it was a loan transaction.

The learned Deputy Advocate General on instructions from ASI Pavinderjit Singh has stated that the cheques mentioned in the petition were not credited in the account of the complainant but were credited in the account of some other person.

Keeping in view the entire conspectus of facts, I do not deem it appropriate to grant the concession of anticipatory bail to the petitioner.

Petition is dismissed.

Since the main case has been decided, the pending criminal miscellaneous application, if any, also stands disposed of.

May 14, 2019
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(AJAY TEWARI)
JUDGE

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