

**In The High Court for the States of Punjab and Haryana
At Chandigarh**

(I)

CRM-M-36421-2018 (O&M)
Date of Decision:- 22.1.2019

Buta Singh and another

Versus

... Petitioners

State of Punjab

... Respondent

(II)

CRM-M-35010-2018 (O&M)

Lakhvir Singh Lambardar

Versus

... Petitioner

State of Punjab

... Respondent

(III)

CRM-M-36459-2018 (O&M)

Sokhi

Versus

... Petitioner

State of Punjab

... Respondent

(IV)

CRM-M-35025-2018 (O&M)

Manjit Kumar and another

Versus

... Petitioners

State of Punjab

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Ranjit Singh Ghuman, Advocate, for the petitioners.

Ms. Ruchika Sabherwal, AAG, Punjab.

Mr. S.P.Soi, Advocate, for the complainant.

GURVINDER SINGH GILL, J. (Oral)

1. This order shall dispose of the above mentioned four petitions wherein the petitioners Buta Singh, Kaushlya, Lakhvir Singh Lambardar, Sokhi, Manjit Kumar and Sodhi Ram, have approached this Court seeking grant of anticipatory bail in respect of a case registered against them vide FIR No.116, dated 10.7.2018, registered at Police Station Sadar Jalandhar, District Jalandhar, under Sections 406, 420 and 120-B IPC.
2. The FIR in question was lodged at the instance of Satnam Singh wherein it has been alleged that Sokhi is owner in possession of property comprised in Khata No.232/261, Khasra No.432/2 (4-13), 862/457 (7-4), total measuring 15 kanals and 17 marlas situated in Village Cholang, Tehsil Phillaur, District Jalandhar and said Sokhi had entered into an agreement to sell the said land to the complainant on 24.10.2005 for a total sum of ₹6 lacs out of which he had received an amount of ₹5,94,375/- as earnest money. It is further alleged therein that Sokhi had also executed a Power of Attorney in favour of the complainant. The complainant has alleged that now he had come to know that Sokhi in order to defeat the rights of the complainant

had executed a transfer deed in respect of the property in question in favour of his wife Kaushlya and his sons Buta Singh and Happy, vide transfer deed No. 49, dated 11.4.2018. It is further alleged that Lakhbir Singh and Manjit Kumar had attested the said transfer deed and that all the accused fully knew that Sokhi had already executed an agreement in favour of the complainant. It is further alleged therein that subsequent to the transfer, Kaushlya and Buta Singh had pledged the property in question with Bank and had raised a loan of ₹8 lacs against the property in question and had thus cheated the complainant.

3. Learned counsel for the petitioners has submitted that the petitioners have falsely been implicated in the present case and that even as per the FIR, it is evident that the alleged agreement was entered into way back in the year 2005 whereas the present FIR came to be lodged after more than 13 years. It has further been submitted that in fact the land in question is *nazool* land which could not have been transferred and which fact was fully known to the complainant and that this is the precise reason why no civil suit was ever filed all these years and it was only after lodging of the present FIR that a civil suit has also been filed. The learned counsel has further submitted that at best it is a case of civil liability and since the complainant is already having recourse to the appropriate remedy by way of filing the civil suit, the petitioners cannot be saddled with any criminal liability and deserve the concession of bail, more particularly when Lakhvir Singh, Manjit Kumar and Sokhi have joined the investigation. Learned

counsel for the petitioners has further submitted that the matter has been inquired into by the police and the police has found all the petitioners excepting Sokhi to be innocent.

4. Opposing the petitions, learned State counsel assisted by learned counsel for the complainant Mr. S.P.Soi, Advocate has submitted that the intention of petitioner-Sokhi and of other members of his family namely Kaushlya, Buta Singh and Happy is writ large inasmuch as they cannot feign ignorance of the fact that the land which Sokhi had transferred was the same land which he had already agreed to sell to complainant but had yet chosen to transfer land in favour of his wife and sons so as to deprive the complainant of his rights in the property in question. The learned State counsel has further submitted that in fact it was on 10.4.2018 that Sokhi cancelled the irrevocable power of attorney in favour of the complainant and on the very next day he proceeded to transfer the land in question in favour of his wife and sons and which clearly shows the complicity of the aforesaid accused and also of all the attesting witnesses.
5. Having considered rival submissions addressed before this Court and while bearing in mind the fact that it is a case where the agreement was entered into way back in the year 2005 and that it is after 13 years that the complainant has chosen to lodge the FIR who is also pursuing his civil remedies and without commenting upon the contention of the counsel for the petitioners that the land in question is *nazool* land and cannot be sold under any circumstances, in my opinion, it is a fit case for grant of anticipatory bail. The petitions, as

such are accepted. In the event of arrest, the petitioners be released on bail subject to their furnishing personal bonds and surety bonds to the satisfaction of Arresting/Investigating Officer. The petitioners shall join the investigation as and when called upon to do so and cooperate with the Investigating Officer and shall also abide by the conditions as provided under Section 438 (2) Cr.P.C.

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

January 22, 2019
mohan

(GURVINDER SINGH GILL)
JUDGE

Whether speaking /reasoned	Yes / No
Whether Reportable	Yes / No