

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

205

CRM-M-53857-2018(O & M)
Date of Decision:09.07.2019

Gurwinder Singh

...Petitioner

Versus

State of Punjab and another

...Respondents

CORAM: HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Vivek Salathia, Advocate for the petitioner.

Mr. Hittan Nehra, Addl. A.G., Punjab.

Mr. Veneet Sharma, Advocate for respondent No.2.

MANOJ BAJAJ, J.

Complainant-Gurwinder Singh has filed this petition under Section 439(2) Cr.P.C. for cancellation of anticipatory bail granted to respondent No.2-Pardeep Singh in case FIR No.125 dated 15.08.2018 under Section 420 IPC registered at Police Station 'B' Division, Amritsar.

The concession of anticipatory bail to respondent No.2 was extended on 09.10.2018 by learned Additional Sessions Judge, Amritsar. Learned counsel for the petitioner contends that on 25.09.2018, interim concession was extended to respondent No.2, however, he has not cooperated with the investigation and the Court proceeded to ignore the conduct of respondent No.2 and granted him anticipatory bail.

As per the allegations in the FIR, dispute pertains to the alleged agreement to sell executed between the complainant and the accused, whereby half share in flat independent floor No.IFA007, second floor situated in Dream City, Amritsar was agreed to be sold to him for a sum of

₹15 lacs. The said agreement to sell was executed on 28.12.2015 and a sum of ₹9 lacs was paid by the complainant to accused No.1 through cheque dated 28.12.2015. It was agreed that the accused would get the sale deed executed from AIPL, Ambuja Housing and Urban Infrastructure Limited upon receipt of balance sale consideration. It was mentioned that the complainant came to know that Pardeep Singh (accused) had already transferred the flat in the name of his wife namely Tejinder Kaur. On these broad allegations, the said FIR was registered.

Learned counsel for the petitioner contends that the flat in question was later on sold to someone else and the documents regarding sale were never produced by the accused during investigation. He further contends that an affidavit-cum-indemnity bond was given by the accused whereby it was mentioned that his name as co-allotee in the said flat be removed.

During the course of arguments, it is not disputed by learned counsel for the petitioner that the documents which were necessary for investigation could be obtained from the concerned builder/society.

On the other hand, learned State counsel has apprised the Court that the investigation of the case is complete.

Learned counsel for the petitioner has further not disputed that the concession of bail extended to the petitioner was not misused by him.

In view of the above, this Court does not find any valid reason to exercise the jurisdiction for cancellation of bail.

Petition stands dismissed.

09.07.2019

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(MANOJ BAJAJ)
JUDGE

Whether Speaking/Reasoned: Yes/No
Whether Reportable : Yes/No