

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

**CRM-M No. 3959 of 2020
Decided on: 05.03.2020**

Amrik Singh

....Petitioner

Versus

State of Punjab

....Respondent

CORAM: HON'BLE MR JUSTICE ARVIND SINGH SANGWAN

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

Mr. Joginder Pal Ratra, DAG, Punjab.

Mr. Munish Gupta, Advocate
for the complainant.

ARVIND SINGH SANGWAN, J. (Oral)

The petitioner prays for grant of anticipatory bail in FIR No. 0013 dated 11.01.2020, registered under Sections 193 and 420 IPC at Police Station City Nawanshahar, District SBS Nagar.

Counsel for the petitioner has argued that as per the allegations in the FIR, the petitioner has entered into an agreement to sell with the complainant on 22.03.2018 and the earnest money of Rs.3 lacs was paid on 22.03.2018 and the stipulated date for execution of the sale deed was fixed as 15.07.2018. Thereafter, on 11.09.2018 on the request of the complainant, the date for execution of the sale deed, was again extended and another amount of Rs.2 lacs was paid. It is further submitted that thereafter, again the date of execution of the sale deed was extended and the complainant paid another amount of Rs.1.40 lacs to the petitioner on 01.10.2018. it is further argued that the

complainant, though, was willing to get the sale deed executed but he was not ready as he had no money to make the balance payment. In the meantime, a civil suit was filed by the complainant Labh Singh praying for decree of permanent injunction against the petitioner and his brothers as well as Karnail Singh, the original owner of the property, in which the Additional Civil Judge, passed the following order:-

“Today Amrik Singh attorney of Darshan Singh and Karnail Singh present in person and suffered a statement that he agree to extend the date of the agreement executed by him with the plaintiff on 22.03.2018. He is attorney of Darshan Singh and Karnail Singh and they also agree to extend the date from 26.10.2018 to 26.11.2018. He will remain bound to execute the sale deed of the property/building in favour of the plaintiff on 26.11.2018. They will not alienate the property to any other person except the plaintiff till 26.11.2018. The plaintiff has agreed to pay Rs.75,000/- more than the price of actual sale price on the date fixed along with remaining balance sale consideration.

Thereafter, plaintiff has suffered a statement that he agrees to extend the date of the agreement executed by him with the defendants on 22.03.2018. He will remain bound to get execute the sale deed of the property/building in his favour on 26.11.2018. He will also remain bound to pay Rs.75,000/- more than the price of actual sale price on the date fixed along with remaining balance sale consideration to the defendants, hence at this stage he withdraw the present suit.

In view of the statement suffered by the plaintiff the present suit is hereby dismissed as withdrawn. Parties shall remain bound by their statement. File be consigned to record room.”

Counsel for the petitioner has further submitted that a

perusal of this order reflects that it is the plaintiff/complainant, who had extended the date of agreement from time to time and despite the time given by the Court on 23.10.2018, again the complainant failed to get the sale deed executed.

Counsel for the petitioner has relied upon the enquiry conducted by the Deputy Superintendent of Police, C.A.P., SBS Nagar dated 18.12.2019, in which after recording the statement of the witnesses from both the sides, it is stated that the owner Karnail Singh has executed a Will dated 20.01.1988 in favour of Amrik Singh and his brother Darshan Singh and also given a GPA on 10.03.1997 in favour of the petitioner – Amrik Singh. It is also submitted by counsel for the petitioner that in the enquiry report, it was recommended to register an FIR only on the ground that the date of death of Karnail Singh i.e. 27.11.2016, is not mentioned and accordingly, the present FIR was registered.

Counsel for the complainant could not disputed the dates on which the agreement to sell was executed as well as the dates on which the stipulated date was extended twice on making of some additional payment on the earnest money.

Counsel for the complainant has further submitted that now in terms of the order date 23.10.2018, the petitioner, however, did not get the sale deed executed. It is also submitted that the petitioner has now, sold the property on 27.07.2019.

Counsel for the State, on instructions from SI Radha Krishan, has also not disputed the factual position and submits that the petitioner is no more required for further investigation.

It is worth noticing that on 30.01.2020, the petitioner has

given an offer that he is ready to return the entire earnest money along with 6% interest to the complainant and the counsel for the petitioner, even today, has offered to return the amount of Rs.7 lacs to the complainant, which is not accepted by the complainant.

In view of the above, this petition is allowed and the interim bail granted to the petitioner vide order dated 30.01.2020 is made absolute subject to the conditions envisaged under Section 438(2) Cr.P.C.

(ARVIND SINGH SANGWAN)
JUDGE

05.03.2020
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Whether speaking/reasoned	Yes/No
Whether reportable:	Yes/No