

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

CRM-M-11849-2020 (O&M)

Date of Decision:-06.08.2020

HARJINDER SINGH

... Petitioner

Versus

STATE OF PUNJAB

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Joginder Pal Devgan, Advocate for the petitioner.

Mr. Amit Mehta, Sr. DAG, Punjab.

Ms. Anupam Bhanot, Advocate for the complainant.

*(the aforesaid presence is being recorded through video
conferencing since the proceedings are being conducted in Virtual
Court)*

GURVINDER SINGH GILL, J.

CRM-18823-2020

In view of the reasons mentioned in the application, the same is allowed and documents Annexures R-2/1 & R-2/2 are taken on record subject to all just exceptions.

Main Case

1. The petitioner has approached this Court seeking grant of anticipatory bail in a case registered against him vide FIR No.289 dated 3.11.2018 under Section 420 IPC at Police Station City Tarn Taran, District Tarn Taran.
2. The FIR in question was lodged at the instance of Kawaljit Singh wherein

it has been alleged that on 29.1.2016 '*Sarpanch*' Harjinder Singh (petitioner) entered into an agreement for sale of property measuring 1 '*Kanal*' & 15 '*Marlas*' belonging to '*Panchayat*' village Bhikhiwind for a consideration of ₹25 lacs and received an amount of ₹15 lacs as earnest amount, but he did not execute the sale deed in his favour and rather his successor '*Sarpanch*' executed sale deed in favour of some other person. The complainant further stated therein that in fact '*Sarpanch*' Harjinder Singh had earlier also entered into an agreement with Parminder Singh on 30.7.2015. It is also alleged that on 7.4.2010 also an agreement in respect of same property was executed by Balveer Singh, Kamaljeet Kaur in favour of Harjit Singh.

3. Learned counsel for the petitioner submits that he has falsely been implicated in the present case and that there is no evidence on record to suggest that the petitioner had defrauded the complainant in any manner. Learned counsel for the petitioner, however has not disputed the agreement dated 30.7.2015 (Annexure R-2/2) and has submitted that since the said agreement could not be implemented and land could not be sold, he had returned the earnest amount of ₹5 lacs to said Parminder Singh.
4. Opposing the petition, learned State counsel assisted by learned counsel for the complainant has submitted that the petitioner had no authority whatsoever to enter into an agreement for sale of property of the '*Panchayat*' land and that as such the fact that he had been entering into agreements clearly shows that the same was done with an intention to defraud innocent persons.

5. I have considered rival submissions addressed before this Court.
6. It is not in dispute that land in question which is subject matter of the agreement for sale vests in '*Panchayat*'. Learned counsel for the petitioner could not show anything to this Court that the petitioner was authorized in any manner for sale of the land of the '*Panchayat*' and has not been able to show any such sanction having been accorded by State Government for sale of its land. In these circumstances it goes without saying that earlier agreement dated 30.7.2015 as well as the agreement with the complainant had been entered into for the purpose of defrauding them on the pretext of sale of '*Panchayat*' land. In any case, the petitioner virtually having admitted entered into an agreement dated 30.7.2015, no special case is made out for grant of anticipatory bail to the petitioner. The petition, as such, is sans merit and is hereby dismissed.

06.08.2020
Gaurav Sorot

(GURVINDER SINGH GILL)
JUDGE

Whether reasoned / speaking?	Yes / No
Whether reportable?	Yes / No