

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

**CRM-M-17602-2020 (O&M)**

Date of decision: July 13, 2020

Jaswinder Singh Sohal

....Petitioner

Versus

State of Punjab

....Respondent

**CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN**

Present: Mr. Gurminder Singh Phull, Advocate for the petitioner.

Mr. Rana Jasdeep Singh, DAG, Punjab.

Mr. Gulzar Mohd, Advocate for the complainant.  
(through video conferencing)

**ARVIND SINGH SANGWAN, J.** (Oral)

CRM-16176-2020

Allowed, as prayed for.

CRM-M-17602-2020

Prayer in this petition is for grant of anticipatory bail to the petitioner in FIR No.123 dated 13.6.2020 under Section 420 IPC, registered at Police Station Bilga, Jalandhar Rural.

Counsel for the petitioner submits that as per the allegations in the FIR registered at the instance of Gurdev Ram, it is stated that the petitioner, along with his wife Ninder Kaur had approached the complainant for sale of 6 Kanals of land and in that process, believing the petitioner to be a genuine seller, the complainant parted away with Rs.9,50,000/- as earnest money. Later on, on the extended stipulated date, the complainant came to know that petitioner has already sold the land to some other person and did not return the money.

Counsel for the petitioner also submits that, in fact, a civil suit is pending which is filed by Joginder Kaur against Rajinder Kaur and others for declaration challenging one mutation, which was sanctioned in favour of Rajinder Kaur, widow of Joginder Singh and her son and daughter and, therefore, since there was a dispute of title, the registry could not be get effected.

Counsel for the petitioner further submits that another suit is filed by petitioner Jaswinder Singh Sohal against complaint Gurdev Ram and one Roop Chand, praying for the decree of injunction that they should not interfere in the possession of his land. Counsel for the petitioner further submits that both the suits are pending and FIR has been registered only to harass the petitioner and his wife.

Learned State counsel, assisted by Mr. Gulzar Mohd, Advocate for the complainant, has opposed the prayer on the ground that the petitioner, in fact, previously entered into an agreement with the complainant and thus, knowingly that there was an agreement to sell has cheated the complainant.

Counsel for the complainant has further argued that on 6.5.2015, the petitioner agreed to sell 06 Kanals of land to one Roop Chand for Rs.15,50,000/- and received Rs.02 Lacs as earnest money and, thereafter, he received another Rs.06 lacs on two subsequent dates. The stipulated date was extended from time to time and finally it was fixed as 31.12.2012. Prior to that, the petitioner entered into an agreement to sell with the complainant Gurdev Ram on 27.11.2015 and received Rs.09 lacs and agreed to execute the sale deed by 31.3.2016, however, the petitioner concealed the earlier agreement of Roop Chand for pendency of any litigation as in the agreement to sell, it is mentioned that the land is free from all incumbrances, whereas there was a litigation on the land. It is further stated that even, thereafter, the petitioner extended the date by receiving another amount from Gurdev Ram and even the subsequent agreements of extending the time vide which the complainant has paid the additional amount there was no reference of any litigation or earlier agreement to sell with Roop Chand. The counsel, thus, submits that the petitioner has cheated the complainant by alluring him with

a fake promise of selling his land and has received Rs.9,50,000/-, despite the fact that there was an earlier agreement to sell with one Roop Chand and there was a litigation on the land and the petitioner had no clear title of the land to pass on to the complainant and, therefore, he got the time extended without disclosing this fact.

After hearing counsel for the parties, considering the serious allegations against the petitioner that despite the previous agreement to sell and litigation on the land, without disclosing this fact, he entered into an agreement to sell with the complainant and allured him to part away with Rs.9,50,000/-. Not only this, the petitioner himself has filed a suit for permanent injunction against the complainant so as to show his intention of not executing the agreement to sell and rather caused harassment to the complainant.

Finding no merit in the present petition for grant of anticipatory bail to the petitioner, the same stands dismissed.

**July 13, 2020**  
**satish**

**( ARVIND SINGH SANGWAN )**  
**JUDGE**

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