

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.

(202)

CRM-M-18470-2020

Date of Decision: October 14, 2020

Ranjit Singh

.. Petitioner

Versus

State of Punjab

.. Respondent

(Through video conferencing)

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Gopal Singh Nahel, Advocate,
for the petitioner.
Mr. Sandeep Singh Deol, Deputy Advocate General, Punjab.

Mr. Vivek Gupta, Advocate, for the complainant.

HARSIMRAN SINGH SETHI, J.(ORAL)

Present petition has been filed under Section 438 Cr.P.C for the grant of anticipatory bail to the petitioner in respect of FIR No.172 dated 23.06.2020 under Section 420 IPC registered at Police Station City Sunam, District Sangrur.

Learned counsel for the petitioner argues that the petitioner has wrongly been roped in the present FIR and the petitioner was only paid a sum of Rs. 5 lacs and no other amount was paid to the petitioner in respect of the agreement to sell, which was entered into between the petitioner and the complainant. Learned counsel for the petitioner submits that the present case is not covered under Section 420 IPC but is a civil dispute between the petitioner and the complainant. Learned counsel for the petitioner further submits that it is the complainant, who did not pay the amount under the

agreement and therefore, the present case is of civil nature whereas, the wrong allegation has been alleged against the petitioner by the complainant by lodging the present FIR.

Learned counsel for the respondent-State submits that as per the allegations, which have been recorded in the FIR, the petitioner entered into an agreement with the complainant with the clear intent to defraud, for the reason that the land which was being sold to the complainant, was already mortgaged by him and the mortgage was not being redeemed though, the petitioner had taken approximately Rs.27 lacs from the complainant under the pretext to sell the land.

Learned counsel for the complainant submits that the complainant has been ready to comply with his part of the agreement all around. Learned counsel for the complainant further submits that the complainant was never informed that the land which is being sold to them has been mortgaged by the petitioner to somebody else already and the same has not been redeemed by the petitioner though, the petitioner had already received a sum of Rs.27 lacs on the pretext of selling the same, though there was no intent of the petitioner to sell the said land at any given point of time and by playing fraud upon the complainant, the petitioner has defrauded the complainant to the tune of 27 lacs of rupees. Learned counsel for the complainant further submits that Rs.5 lacs was paid by bank transfer and the remaining was paid in cash for which the petitioner had given a receipt in front of the other property dealers, which receipt has already been given to the police. Learned counsel for the complainant further submits that the total amount of Rs.20 lacs was initially transferred by a cheque, which was dishonored as there were restrictions with the bank that not more than Rs.10

lacs can be transferred by the complainant in one given month and that is why, a sum of Rs. 5 lacs was transferred by RTGS transfer and Rs.22 was given lacs in cash with due receipt. Learned counsel for the complainant further submits that the complainant has a proof of withdrawal of Rs.15 lacs, paid to the petitioner from his bank account, which proof is already with police.

I have heard learned counsel for the parties and have gone through the record with their able assistance.

The petitioner was granted an interim order on 13.07.2020 on his undertaking that he will join and co-operate in the investigation.

Learned counsel for the respondent-State brought to the notice of this Court on 11.09.2020 that the petitioner is not cooperating in the investigation and another opportunity was granted to the petitioner to join the investigation and co-operate with same.

Today again, learned counsel for the respondent-State submits that the petitioner is not cooperating and is evasive in the reply and this attitudes of the petitioner is only because he has an interim order of arrest stayed, hence, police need custodial interrogation of the petitioner to unearth the truth and the trail of the money received by the petitioner from the complainant.

Learned counsel for the petitioner submits that as the present case is a civil dispute, the petitioner is entitled for bail straightaway as per the settled principle of law.

No doubt, in case of a pure civil matter, criminal proceedings cannot be initiated but in the present case, there are allegations against the petitioner that the petitioner did not disclose the actual fact of mortgage to

the complainant before the agreement was executed and money to the tune of Rs.27 lacs was taken by him for the said transaction and prima facie all along intention of the petitioner was get money by playing fraud rather than selling the land already mortgaged.

Learned counsel for the petitioner further submits that the petitioner has only received Rs.5 lacs and not Rs.27 lacs, as being alleged by the complainant.

Learned counsel for the complainant has brought to the notice of this Court that in the FIR also, it has been recorded that the petitioner conceded during an enquiry, which was conducted prior to the registration of the FIR that he has received a payment of Rs.27 lacs. Learned counsel for the complainant has further submitted that a signed slip of the receipt of the amount by the petitioner has already been given to the police where the petitioner had acknowledged the receipt of the money in cash.

That being so, once the petitioner is not cooperating in the investigation despite the grant of interim bail and more than one chance to cooperate in the investigation, the custodial interrogation of the petitioner is necessary to unearth the truth behind the allegations.

Not only this, the petitioner has other FIRs registered against him in respect to the various allegations of violating the various Sections of the IPC and has also been convicted. The details of the FIRs, which has been registered against the petitioner, are as under:-

- “(i) FIR No.143 dated 18.11.2016 under Sections 323, 324, 341, 506, 120-B, 148 and 149 IPC.
- (ii) Life imprisonment in FIR No.80 dated 16.05.2007 under Sections 302, 307, 34 IPC and Section 27 of the Arms Act.”

Keeping in view the above, no ground is made out to grant the petitioner the benefit of anticipatory bail.

Dismissed.

However, it is made clear that anything observed herein shall not be construed to be an expression of any opinion on the merits of the case.

October 14, 2020
harsha/naresh.k

(HARSIMRAN SINGH SETHI)
JUDGE

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