

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

(Heard through VC)

CRM-M-41497 of 2020 (O&M)
Date of Decision: December 10, 2020

Gurwinder Singh

...Petitioner

Versus

State of Punjab and another

...Respondents

CORAM:- HON'BLE MS. JUSTICE JAISHREE THAKUR

Present:- Ms. Amandeep Kaur Gill, Advocate
for the petitioner.

JAISHREE THAKUR, J. (Oral)

This is a petition that has been filed under Section 439(2) of Cr.P.C. for cancellation of anticipatory bail granted to respondent No.2 by the Addl. Sessions Judge (Duty Officer), Sangrur by an order dated 22.06.2020 in FIR No.62 dated 13.06.2020, under Sections 420, 379 of Indian Penal Code, registered at Police Station Khanauri, District Sangrur.

Notice of motion to respondent No.1-State only.

At this stage, Mr. Amit Mehta, Sr. DAG Punjab, who is appearing through the medium of video conferencing, accepts notice on behalf of respondent No.1-State.

In brief, the facts of the case, as alleged, are that an agreement to sell has been executed in favour of complainant Gurwinder Singh for the

land measuring 16 kanals by respondent No.2 and ₹ 5,78,000/- has been received by respondent No.2 as earnest money and 16.06.2019 has been fixed as targeted date for execution of the sale deed, but respondent No.2 failed to execute the sale deed in favour of the petitioner.

Learned counsel for the petitioner would contend that the lower court first granted interim anticipatory bail to respondent No.2 by an order dated 22.06.2020 with a direction to join the investigation. The petitioner herein had filed an application before the court below for cancellation of said interim anticipatory bail, but the same has been dismissed by the court below by an order dated 30.06.2020 and made absolute the interim bail that had been allowed to respondent No.2. It is contended that the court below has granted anticipatory bail to respondent No.2 by ignoring the facts.

I have heard learned counsel for the parties.

A perusal of the order dated 22.06.2020 passed by the court below goes on to show that respondent No.2 during the course of interrogation got recorded his statement under Section 161 Cr.P.C. by stating that he had already returned the earnest money to Gurwinder Singh, when Gurwinder Singh along with his mother had come to his residence and stated that he does not want to get the sale deed executed. On this, respondent No.2 had returned the earnest money to Gurwinder Singh and Gurwinder Singh returned the agreement to sell to him.

This court finds that the main dispute between the parties is regarding breach of an agreement to sell and it is based on documentary evidence. The dispute is purely of civil nature. Respondent No.2 is claiming that when he returned the earnest money to the petitioner, the

petitioner returned the agreement to sell to him whereas, the stand of the petitioner is that respondent No.2 has stolen the agreement to sell from his car. The allegations and counter-allegations levelled by both the parties against each other can only be proved by leading cogent and convincing evidence. This court finds nothing wrong or illegal in the order passed by the court below.

When a person to whom bail has been granted either tries to interfere with the course of justice or attempts to tamper with the evidence or witnesses or threatens witnesses or indulge in similar activity, which would hamper smooth investigation of trial, is a ground for cancellation of bail. In this regard, this court relies upon judgment rendered by the Supreme Court in *Manjit Prakash and others vs. Shobha Devi and another*, 2008(3) RCR (Criminal) 768.

In view of the above, this court finds no ground to cancel the bail, which had been allowed to respondent No.2 by the court below. Accordingly, the instant petition is hereby dismissed.

December 10, 2020

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(JAISHREE THAKUR)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No