

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

CRM-M-55141-2019 (O&M)

Date of Decision:- 14.1.2020

Manjinder Singh

... Petitioner

Versus

State of Punjab and Another

... Respondents

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Armaan Saggar, Advocate for the petitioner.

Ms. Rashmi Attri, AAG, Punjab
assisted by ASI Gurmeet Singh.

Ms. Satwant Mehta, Advocate for the complainant.

GURVINDER SINGH GILL, J.

1. The petitioner seeks grant of anticipatory bail in a case registered against him vide FIR No.17 dated 27.1.2018 under Sections 420/120-B IPC at Police Station Zira, District Ferozepur.
2. The FIR was lodged at the instance of Jagtar Singh wherein it has been alleged that Manjinder Singh (petitioner) had agreed to sell his land to the complainant on 2.8.2012 for an amount of ₹ 30 lacs out of which an amount of ₹ 20 lacs was given by the complainant as earnest money while the balance was agreed to be paid at the time of execution of sale deed. The complainant has alleged that since some case was pending in respect of the land in question, therefore, it was agreed that the sale deed would be

executed after decision of the case. After the said case was decided, the complainant requested the accused to get the sale deed executed but he came to know that infact the accused had already executed a sale deed in respect of the land in question in favour of his son.

3. The learned counsel for the petitioner has submitted that he has falsely been involved in the present case and that in any case even if the allegations as levelled in the FIR are taken to be correct, still the same at best would constitute a civil liability and would not attract any criminal offence.
4. Opposing the petition, the learned State counsel has shown the original agreement which is on the police file which shows that each of the page of the said agreement bears signatures of the petitioner.
5. I have considered rival submissions addressed before this Court. Although the matter apparently has arisen out of an agreement for sale of land which has been executed by the petitioner in favour of the complainant but the facts of the case show that it is not just a case of non-performance of the agreement simpliciter but is a case where the petitioner despite having executed agreement in favour of the complainant chose to transfer the land in favour of his son, which is an apparent move to defeat the rights of the complainant. Since the petitioner is not even stated to have returned the earnest amount taken by him, it is borne out that the agreement in question had been entered into by the petitioner in order to defraud the complainant as subsequently, the petitioner has transferred the property in question within his own family i.e. to his son.

6. In view of the aforesaid discussion, this Court does not find that any special case is made out for grant of anticipatory bail. There is no merit in this petition and the same is hereby dismissed.

14.1.2020

kamal

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No