

106

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M No.2527 of 2021 (O&M)

Date of decision: 19.01.2021

Sanjeev Kumar and another

....Petitioners

Versus

State of Punjab

....Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present:- Mr. Vikram Anand, Advocate
for the petitioners.

Mr. Joginder Pal Ratra, DAG, Punjab.

Mr. D.S. Sandhu, Advocate
for the complainant.

ARVIND SINGH SANGWAN J. (Oral)

Prayer in this petition is for grant of anticipatory bail to the petitioners in FIR No.354 dated 12.12.2020 registered under Sections 420, 201, 323 IPC at Police Station City Kapurthala, District Kapurthala.

Counsel for the petitioners has argued that as per the allegations in the FIR, registered at the instance of the complainant Balwinder Kaur, the petitioners entered into an agreement to sell for 02 booth Nos.280 and 281. The earnest money of Rs.95,000/- was paid and an amount of Rs.5,000/- was paid to the property dealer. Later on, the complainant deposited Rs.3.50 lacs each in the bank account of both the petitioners by way of RTGS. On the stipulated date, the petitioners could not bring the clearance documents from the Town Improvement Trust for the transfer of the shop and when the complainant approached

CASE HEARD THROUGH VIDEO CONFERENCING

them, the petitioners and their son, started humiliating the complainant.

Again, on 12.09.2019, the petitioners along with some other persons and the complainant along with her husband met them and the petitioners put a condition that if they make the entire balance payment in their account, they will execute the sale deed and will hand over the possession and keys of the shop to the complainant. However, on that pretext the petitioners took away the agreement to sell and had torn it away. The complainant had even recorded a video on her mobile phone regarding the said incident and misbehaviour of both the petitioners with her.

Counsel for the petitioners has argued that in fact the FIR has been registered under the influence of the husband of the complainant. It is further submitted that it is a civil dispute arising out of an agreement to sell.

Counsel for the State assisted by counsel for the complainant has, however, opposed the prayer for bail on the ground that the intention of the petitioners, right from the inception when the agreement to sell was executed, was to cheat the petitioners and when the anticipatory bail application was pending before the Additional Sessions Judge, a representation was made by the learned counsel representing the petitioners that they are ready to execute the sale deed, however, when interim relief was granted, they changed their Lawyer and came up with a plea that they are not ready to execute the sale deed.

Counsel for the complainant has further submitted that even now the complainant is ready to get the sale deed executed.

On a Court query, again counsel for the petitioners had

CASE HEARD THROUGH VIDEO CONFERENCING

shown his inability to execute the sale deed, on receiving the balance payment.

Finding that there was no legal impediment for the petitioners to get the sale deed executed, though, after executing a valid agreement to sell and receiving Rs.8.00 lacs as earnest money out of which Rs.7.00 lacs was paid through bank transactions, considering the fact that the complete denial to execute the sale deed clearly reflect that the intention of the petitioners was just to cheat the complainant of her money while executing the sale deed.

Dismissed.

(ARVIND SINGH SANGWAN)
JUDGE

19.01.2021

yakub

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No