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

**CRM-M No.8779 of 2021
Date of Decision: 09.04.2021**

Paramjit Singh
......Petitioner

Vs
State of Punjab
.....Respondent

CORAM: ***HON'BLE MR. JUSTICE RAJ MOHAN SINGH***

Present: Mr. Naveen Sharma, Advocate
for the petitioner.

Mr. Randeep S. Khaira, Asstt. A.G., Punjab.

Mr. Abhijeet P.S. Chaudhary, Advocate
for the complainant.

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RAJ MOHAN SINGH, J.

[1]. The case was taken up for hearing through video conferencing.

[2]. Petitioner seeks grant of anticipatory bail under Section 438 Cr.P.C in case bearing FIR No.38 dated 06.02.2021 registered under Section 420 IPC at Police Station Focal Point, Ludhiana.

[3]. The FIR was registered on the complainat of Manjit Singh Vohra and Sandeep Singh with the allegations that in the year 2019, the petitioner allured the complainants to invest

money in his colony which was developed in Sahnewal, Ludhiana and they will get the profit. Petitioner also showed his colony to the complainants by alleging that he is owner of the land and will execute the sale deed in favour of the complainants. Petitioner executed two agreements dated 25.02.2019 in favour of the complainants regarding different plots for full and final payment. The date for execution of sale deed was fixed as 05.05.2019, but the petitioner failed to execute the sale deed as per agreements. On inquiry, the complainants came to know that the petitioner is not the owner of the land and he fraudulently received the amount and, therefore, committed fraud. The petitioner neither executed the sale deed, nor returned the amount in question to the complainant.

[4]. During inquiry, the Police found that the petitioner had received an amount of Rs.9,50,000/- from Manjit Singh Vohra and Rs.6,15,000/- from Sandeep Singh. As per revenue record, the petitioner is not owner of the land in question.

[5]. Learned counsel for the petitioner submitted that the petitioner had entered into an agreement to sell with one Bhupinder Singh qua land measuring 15 *Kanals* 7 *Marlas* vide agreement to sell dated 10.03.2016. Later on the complainants-Manjit Singh Vohra and Sandeep Singh became interested in

becoming partners with the petitioners and they were made partners to the extent of 25% and 15% respectively by the petitioner in profit sharing. Resultantly, the arrangement of profit sharing was reflected in two profit sharing agreements executed between the petitioner and the complainants on 25.03.2016.

[6]. Learned counsel further submitted that the complainants were in the knowledge of all the aforesaid arrangement and mode of purchase of 15 *Kanals* 7 *Marlas* of land by the petitioner and lodging of FIR is just an act of misappropriation of the amount received by them towards profit sharing as well as the land holding. No sale consideration is mentioned in the agreements.

[7]. At last, learned counsel submitted that the controversy has civil profile and ingredients of offence under Section 420 IPC are not attracted.

[8]. I have considered the submissions made by learned counsel for the parties.

[9]. As per status report filed by way of affidavit of Simranjit Singh, PPS, Assistant Commissioner of Police, Industrial Area-A, Ludhiana, it was on the inducement of the petitioner that the complainants agreed to purchase the properties in the colony. The complainants entered into two sale agreements with the

petitioner of even date i.e. 25.02.2019 vide which Plots No.52, 55, 62, 63, 64 and plots of shops No.9, 10, 11 and 12, total measuring 599 square yards were agreed to be sold to the complainants. Petitioner also received full and final payment of the same. Petitioner also executed sale agreement with Sandeep Singh of the same colony for selling plots No.1, 5, 6 and 7 and plots of shops No.2, 3, and 4, total areas measuring 350 square yards and the petitioner also received full and final payment for the same from the complainant-Sandeep Singh. The date for execution of sale deed was fixed as 05.05.2019, but the petitioner did not execute the sale deed. Thereafter the complainants asked the petitioner to execute sale deeds, but he avoided. A legal notice was sent by the complainants on 21.12.2019 to the petitioner through his counsel, calling upon the petitioner to execute sale deed till 06.01.2020, but the petitioner did not turn up to execute the sale deed. Another notice was issued to the petitioner, but of no use. On checking of the revenue record, the complainants came to know that the petitioner was not the owner of the properties for which agreements were executed.

[10]. In the preliminary inquiry conducted by the Police, it was found that the petitioner was developing colony in the area measuring 15 Kanals 7 Marlas vide various sale agreements.

The complainants-Manjit Singh Vohra and Sandeep Singh were having 25% shares and 15% share respectively. In lieu of aforesaid shares, the petitioner had received the amount from the complainants and thereafter the petitioner started selling the plots directly to various persons and did not pay the due benefit to the complainant party and the dispute arose between them. Thereafter, a compromise was effected between the parties and it was settled that for the amounts spent by the complainants towards their shares in the colony, the petitioner will execute full and final sale agreements in favour of the complainants. Resultantly, the sale agreements were executed in favour of the complainant party qua plots No.55, 62, 63 and 64 (each plot measuring 80 square yards) and shops No.9, 10, 11 and 12 (each shop measuring 25 square yards). The petitioner agreed to execute sale deeds in favour of the complainant party qua the aforesaid plots and shops. Petitioner also executed sale agreements in favour of Sandeep Singh qua plots No.5, 6 and 7 and shops No.2, 3 and 4. In the said agreements, the petitioner has mentioned that he has received full and final payment and also agreed to execute sale deeds in favour of Sandeep Singh qua the aforesaid plots and shops.

[11]. In nutshell, the petitioner had received Rs.9.50 lakhs and Rs.6.15 lakhs from the complainant party, but did not

execute the sale deeds. The intention of the petitioner remained dishonest from the very beginning as he was not the owner of the properties in question and despite that, he entered into different agreements in respect of said properties.

[12]. Recital in the agreements for executing direct sale in favour of an assignee and *mens rea* on the part of the petitioner to cheat the complainant party would be tested and answered by the trial Court on the basis of material collected by the prosecuting agency.

[13]. At this stage, there is no ground to appreciate all these facts. The custodial interrogation of the petitioner is required for smooth and effective investigation of the case so as to bring out the fault of the petitioner. This petition is accordingly dismissed.

(RAJ MOHAN SINGH)
JUDGE

April 09, 2021
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Whether speaking/reasoned Yes/No

Whether reportable Yes/No