

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

(Sr. No.114)

CRM-M No. 9839 of 2021

Date of decision : 03.03.2021

Jagdish Singh

.....Petitioner

Versus

State of Punjab

.....Respondent

CORAM : HON'BLE MR. JUSTICE DEEPAK SIBAL

Present : Mr. Sukhmeet Singh, Advocate for the petitioner.
Mr. Ramandeep Sandhu, Senior DAG, Punjab.

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DEEPAK SIBAL, J. (Oral)

The matter has been taken up through video conferencing.

The present petition has been filed under Section 438 Cr.P.C. for the grant of anticipatory bail in FIR No. 93 dated 07.09.2020 under Sections 418, 420, 120-B IPC registered at Police Station Samalsar, district Moga.

Jagdev Singh filed a complaint with the police that he intended to purchase some land; he met Chamkaur Singh who told him that he was a property dealer and would help him in purchasing land owned by one Shivdev Singh in village Dhoorkot Kalan; Chamkaur Singh then introduced the complainant to Surjit Singh and the petitioner; the petitioner and Surjit Singh told the complainant that Shivdev Singh was Surjit Singh's cousin brother and had authorised Surjit Singh to sell his land; on 04.03.2019

Surjit Singh agreed to sell to the complainant Shivdev Singh's land measuring 40 Kanals 3 Marlas in Dhoorkot Kalan @ Rs.16.65 lakhs per acre; an advance of Rs.2 lakhs was paid to the complainant; target date for registering the sale agreement was fixed as 11.03.2019; however no registry was got done; the petitioner and Surjit Singh then sold the land in question to someone else to get more profit; on the complainant's objection, he was assured by the petitioner and his co-accused that he shall be paid back his earnest money with a further sum of Rs.5 lakhs as compensation; the petitioner and his co-accused then gave to the complainant a cheque for Rs.7 lakhs from the account of one Gurjant Singh which on presentation was dishonoured; the petitioner and his co-accused then agreed to pay the aforesaid amount of Rs.7 lakhs in instalments and also delivered a cheque drawn by the petitioner for a sum of Rs.40,000/- which on presentation was also dishonoured; thereafter the petitioner and his co-accused paid to the complainant an amount of Rs.1.60 lakhs but failed to pay the balance amount of Rs.5.40 lakhs.

Learned counsel for the petitioner contends that the petitioner has been falsely implicated in the case; even if the case of the prosecution is taken as the gospel truth, though vehemently denied, the same only projects a civil dispute; the petitioner is ready and willing to return Rs.40,000/- to the complainant and that he is also ready and willing to join the investigation as and when called by the investigating agency.

Admittedly, in addition to the instant case, the petitioner is also involved in two other criminal cases of similar nature and while on bail in those two cases he is alleged to have committed another fraud which is subject

matter of the present case. The petitioner has thus misused the concession of bail not once but twice over.

Keeping in view the above conduct of the petitioner, he is not held entitled to the grant of anticipatory bail especially when, in the present case, after committing the alleged fraud, he admitted his liability towards the complainant and handed over cheques to him on two occasions and at both times such cheques, on presentation, were dishonoured.

Dismissed.

It is clarified that the above observations have been made only for the limited purpose of deciding the present anticipatory bail application and the same would not be construed to be an expression of opinion on the merits of the case.

03.03.2021

sunil yadav

**(DEEPAK SIBAL)
JUDGE**

Whether speaking/reasoned : Yes / No

Whether reportable : Yes / No