

In virtual Court

CRM-M-18968-2021

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-18968-2021 (O&M)
Date of decision: 13.05.2021

Harpreet Singh

... Petitioner

Vs.

State of Punjab

... Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. R.S. Sekhon, Advocate
for the petitioner.

Mr. Joginder Pal Ratra, DAG, Punjab.

ARVIND SINGH SANGWAN, J. (ORAL)

This is 2nd petition for grant of regular bail in FIR No.86 dated 22.08.2019 under Sections 420, 120-B IPC, registered at Police Station Cantt. Ferozepur, District Ferozepur; earlier one was dismissed as withdrawn with liberty to file afresh with better particulars.

Learned counsel for the petitioner submits that the petitioner is in custody for the last about 06 months; challan stands presented and offences are triable by the Court of Magistrate. It is further submitted that as per allegations in the FIR, registered at the instance of Gurcharan Singh, the petitioner is owner of some agricultural land and has taken Rs.31.00 lacs as earnest money, while

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executing an agreement to sell dated 02.07.2016 and agreement to sell dated 10.08.2017 in presence of the witnesses. It is further stated in the FIR that out of Rs.31.00 lacs, Rs.9.00 lacs were transferred by way of RTGS on two occasions and Rs.13.00 lacs were given in cash to father of the petitioner namely Balwinder Singh.

Learned counsel for the petitioner has argued that as per Axis Bank account statement of the petitioner with joint holder/his father Balwinder Singh, an amount of Rs.9.00 lacs was transferred firstly on 14.09.2017 by Gurcharan Singh and then on 15.09.2017, another amount of Rs.9.00 lacs was transferred. It is further argued that out of this amount, on the same day i.e. 14.09.2017, an amount of Rs.5.50 lacs was transferred to Mallah Trading Company and another amount of Rs.5.00 lacs was transferred to the same company on 15.09.2017, as there was some money dealing between the petitioner, Mallah Trading Company and the complainant and as security, an agreement to sell was executed. It is also submitted that the agreement to sell dated 10.08.2017, which is prior in time of transferring the amount on 14/15.09.2017, clearly make out a case that it is not an agreement to sell and rather a security deed. It is further submitted that even the complainant has filed a suit for specific performance of agreement to sell, in which the transfer of land in favour of his wife is under challenge and thus, primarily, it is a civil dispute, as there was money transactions between the parties.

Learned State counsel has filed the custody certificate dated 12.05.2021 in the Court today and has submitted that after framing of charge,

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examination-in-chief of PW1 has already been recorded.

After hearing learned counsel for the parties, without commenting anything on merits of the case, considering the fact that there is variations in the agreement to sell dated 10.08.2017, wherein it has been stated that amount of Rs.9.00 lacs has been transferred in Axis Bank account of the petitioner by way of two RTGS, whereas statement of account reflects that it was transferred after 01 month of execution of said agreement sell, I deem it appropriate to grant regular bail to the petitioner.

Accordingly, this petition is allowed and the petitioner is directed to be released on regular bail subject to furnishing his bail/surety bonds to the satisfaction of the trial Court/Illaqa Magistrate/Duty Magistrate, concerned.

**[ARVIND SINGH SANGWAN]
JUDGE**

13.05.2021
vishnu

Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No