

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

**CRM-26138 of 2021 in/and
CRM-M-32773 of 2021 (O&M)
Date of Decision: 23.08.2021**

Vinnerpal Singh

Petitioner

Versus

State of Punjab

Respondent

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Ripudaman Singh Sidhu, Advocate for the petitioner.
Ms. Monika Jalota, DAG, Punjab.

AVNEESH JHINGAN, J (Oral):

The matter is taken up for hearing through video conference due to COVID-19 situation.

CRM-26138 of 2021

The application is allowed subject to all just exceptions.

Agreement to sell annexed with the application is taken on record.

Main petition

This petition under Section 438 Cr.P.C. is filed seeking anticipatory bail in FIR No. 112 dated 22.7.2021, under Sections 406, 420 and 120-B IPC, registered at Police Station Bassi Pathana, District Fatehgarh Sahib.

The FIR was got registered by Bharat Bhushan against Vinnerpal Singh (petitioner). As per the allegations, the petitioner agreed to sell three kanals of plot of Punjab Wakf Board for consideration of Rs.11,64,000/-. The petitioner gave in writing that the land would be allotted upto 18.1.2020. For returning the amount, the petitioner issued cheques which were dishonoured.

Learned counsel for the petitioner submits that from the agreement to sell, it is forth coming that the land was in the name of Wakf

Board, however the petitioner disputes the agreement to sell. He submits that there is no amount mentioned in the agreement to sell. He further submits that the matter was compromised on 20.10.2020 and there is not even whisper of the agreement to sell in the compromise. The contention is that as per the allegations, the complainant paid Rs.11,64,000/- whereas the details of cheques mentioned totals to Rs.18,00,000/- which is improbable.

Learned counsel for the State submits that the stand of the petitioner is contradictory. On one hand, he produces the agreement to sell and relies upon the contents to make an argument and at the same time, he disputes the agreement itself. She submits that during enquiry, it is revealed that the petitioner was only entitled to get 100 square yards of land of Wakf Board whereas he promised to sell three kanals of land. The contention is that the petitioner has been declared defaulter by the Wakf Board on 23.2.2021.

The present is a classic example where an economic offence has the shade of criminal act. The stand taken by the petitioner before this court is based on the contents of the agreement to sell which itself is being disputed. The argument that no amount is mentioned in the agreement to sell does not enhance the case of the petitioner, the veracity of the agreement to sell is yet to be tested. The reliance on compromise at this stage is of no avail. Moreover, if the matter is settled, the parties have tendency not to make exhaustive deeds. The issuance of cheques of Rs.18,00,000/- instead of payment received of Rs.11,64,000/- would be subject matter of trial. It is not an unknown practice that when an amount is returned for non-performance of agreement to sell, it carries either an interest element or some compensation. It is not purely a case of civil nature especially considering the fact that the agreement itself is in dispute.

No case is made out for anticipatory bail.

The petition is dismissed.

[AVNEESH JHINGAN]
JUDGE

23rd August, 2021

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1. Whether speaking/ reasoned	:	Yes / No
2. Whether reportable	:	Yes / No