

**In the High Court for the States of Punjab and Haryana
At Chandigarh**

CRM-M-37475-2021 (O&M)
Date of Decision:-10.9.2021

Bakshish Singh and another ... Petitioners

Versus

State of Punjab ... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Kulbir Singh Sekhon, Advocate for the petitioners.

Mr. B.S. Sidhu, Senior Advocate with
Mr. Divit, Advocate for the complainant.

GURVINDER SINGH GILL, J.(Oral)

1. The petitioners have approached this Court seeking grant of anticipatory bail in a case registered vide FIR No.127 dated 22.7.2021 at Police Station Guruharsahai, District Ferozepur under Sections 420 and 120-B of Indian Penal Code.
2. The FIR was lodged at the instance of Jangir Chand, wherein the allegations are broadly to the following effect:
 - (i) On dated 12.6.2018 petitioner No.1 executed an agreement to mortgage with wife of complainant namely Parkash Kaur for land measuring 7 kanals for consideration of Rs.3,00,000/- and he received Rs.2,50,000/- cash as earnest money and date for

registration is fixed as 10.6.2020 and possession was delivered to wife of complainant same day;

- (ii) On dated 30.7.2018 petitioner No.1 executed an agreement to sell with wife of complainant namely Parkash Kaur for land measuring 5 kanals 8 marlas for consideration Rs.6,00,000/- and received Rs.5 lakh cash and date for registration is fixed as 28.8.2019 and possession was delivered same day;
- (iii) On dated 20.3.2020 petitioners executed agreement to sell with complainant for sale of land measuring 24 kanals for consideration Rs.7 lakh per acre and petitioners received Rs.18 lakh cash and date for registration is fixed as 15.7.2020; and
- (iv) On dated 29.5.2020 petitioners executed an agreement to mortgage in favour of wife of complainant namely Parkash Kaur for land 3 Killa for consideration Rs.8,50,000/- and received Rs.7,50,000/- cash on spot as earnest money and date for registration of mortgage deed is fixed as 28.5.2022 and same day possession was handed over to her.

3. It is further the case of prosecution that subsequently the accused again held out a representation that they would execute the sale deeds in question provided the complainants clear the outstanding dues, which were there on account of the land having been mortgaged with the bank. The complainants being taken in, cleared the said dues and paid an amount of Rs.12,10,000/- by way of RTGS and another amount of Rs.3 lakhs through cheque. However, the accused after having obtained NOC on the basis of the amounts deposited by the complainants, again refused to execute the sale deeds.

4. Learned counsel for the petitioners has submitted that the matter is purely civil in nature and that the complainants till date have not served any notice upon them and nor they have ever made any complaint before any other authority and have rather chosen to give a criminal colour to the aforesaid transactions.
5. I have heard the learned counsel for the petitioners.
6. It may be correct that in case some agreement to sell is not honoured, it may just be a case of civil liability simpliciter. However, in the instant case apart from not having honoured the agreements, the accused very cleverly deceived the complainants, to clear the loan amounts, which were outstanding against the land in question pertaining to the loans raised from the bank by stating that they would execute the sale deed after NOC is issued by the bank in respect of the said outstanding amount. However, despite the fact that it is the complainants, who had paid the amount through RTGS and cheque for the purpose of clearing the said outstanding dues and on account of which the bank issued NOC to the accused, the accused again refused to execute the sale deed. It is very clear that their intention to defraud the complainants was very much their from day one and even after the complainants paid the amount to the bank for issuance of NOC, the sale deeds have not been executed, which again shows that even the said representation was held out falsely by the accused to make the complainants pay the amount to the bank. In these circumstances, no case for grant of anticipatory bail is made out. The petition, as such, is dismissed.

10.9.2021

pankaj

Whether speaking /reasoned

Whether Reportable

Yes / No

Yes / No

**(Gurvinder Singh Gill)
Judge**