

**201+102 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CRM-39222-2021 in/and
CRM-M-34835-2020
Date of decision-18.11.2021**

**Paramjit Kaur and anotherPetitioners
Vs.
State of Punjab and another ...Respondents**

CORAM:- HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Ms. Prabhjot Kaur, Advocate for
Mr. A.S.Bhullar, Advocate for the petitioner.
Mr. Ramdeep Partap Singh, DAG, Punjab.
Mr. Jimmy Singla, Advocate for respondent No.2

MANOJ BAJAJ, J.

CRM-39222-2021

Application is allowed as prayed for.

Annexure R-2/ is taken on record.

Main case

Petitioner has filed this petition under Section 438 Cr.P.C for grant of anticipatory bail in case FIR No.15 dated 01.02.2020 under Sections 420 and 120-B Indian Penal Code, 1860 registered at Police Station City Morinda, Rupnagar.

The FIR was registered on the basis of complaint moved by Kuldeep Singh and the allegations as noticed by the learned Additional Sessions Judge, Rupnagar in the order dated 03.03.2020 are as under:

“Briefly, the allegations as disclosed in the FIR registered against the present applicants/accused Pardeep Singh, Paramjit Kaur and Narinder Singh along with co-accused Sapinder Singh on the complaint of Kuldeep Singh are to the effect that the applicants/accused along with co-

accused had cheated the complainant to the tune of Rs.27.00 lacs on the pretext of getting the sale deed executed of the plot in his favour on the basis of agreement to sell between applicant No.2 Paramjit Kaur wife of accused/applicant Pardeep Singh. The complainant has alleged that he had transferred Rs.19.00 lacs in the bank account of accused Pardeep Singh and Rs.8.00 lacs was given to Pardeep Singh and his co-accused in cash. He further stated that the date of execution of sale deed was fixed as 30.10.2019 but the accused/applicant Pardeep Singh and co-accused namely Paramjit Kaur wife of applicant Pardeep Singh did not turn up in the office of Sub-Registrar Morinda.

Learned counsel for the petitioners has argued that the dispute between the parties is purely of civil nature and relates to the alleged agreement to sell dated 20.02.2019. According to him, as per complainant-Kuldeep Singh, a sum of Rs.27 lacs was paid by him to Pardeep Singh for purchase of the land and the petitioner has been falsely implicated being wife of Pardeep Singh. He submits that instead of filing a civil suit for specific performance of contract, the complainant has chosen to falsely implicate the petitioner, therefore, custodial interrogation of the petitioners is not necessary and she prays for grant of anticipatory bail.

On the other hand, prayer is opposed by learned State counsel, who is assisted by ASI Narender Pal Singh as well as by learned counsel for the complainant on the ground that the petitioner-Paramjit Kaur had signed the agreement dated 20.02.2019 and her son was a witness. The attention of the Court is drawn to the agreement to sell dated 20.02.2019 (Annexure R-2/1). Learned counsel for the complainant has highlighted that the title of the land in question was not with the petitioner or her husband-Pardeep Singh on the date of

executing the agreement to sell as they had previously sold the part of the property in question to one Jaspal Kaur wife of Karnail Singh, through sale deed bearing No.958 dated 23.08.2013 (Annexure R-2/2). He has argued that the mutation regarding change of ownership was not entered, therefore, taking advantage of the said revenue record, they induced the complainant to part away with the amount of Rs.27 lacs, paid as earnest money to them for purchase of the property. Learned counsel has further drawn the attention of the Court to Annexure R-2/4 i.e. the account statement of Kuldeep Singh (complainant) and submitted that a sum of Rs.19 lac was deposited in the account of the husband of the petitioner, whereas a sum of Rs.8 lacs was paid in cash to the petitioner. They have prayed that as the custodial interrogation of the petitioners is necessary, therefore, the petition be dismissed.

At this stage, learned counsel for the petitioners has argued that husband of the petitioner, namely, Pardeep Singh has already been released on regular bail and the agreement to sell was never signed by the petitioner-Paramjit Kaur, as her signatures were forged. According to the learned counsel, the petitioner never entered into any deal with the complainant. However, during the course of hearing, it is not disputed that a sum of Rs.19 lacs was deposited in the account of petitioner's husband.

After hearing learned counsel for the parties and considering the above background, this Court finds that as per prosecution the petitioner-Paramjit Kaur actively participated in the crime along with her husband and other accused persons by inducing

the complainant and executed the agreement to sell with him and received the part of the consideration amount by concealing the execution of the sale deed dated 23.08.2013 in favour of Jaspal Kaur. No doubt, the remedy of civil suit may be available with the complainant, but at the same time, in the given facts it cannot be said that no criminal case is made out against the accused persons. A perusal of vernacular of agreement to sell dated 20.02.2019 shows that not only the petitioner signed each page of this instrument, but petitioner's husband-Pardeep Singh and sons-Sapinder Singh and Narinder Singh (petitioner No.2) also signed the said agreement. Apart from them, two more witnesses signed the said agreement, therefore, at this stage, it cannot be said that the petitioner-Paramjit Kaur did not sign it. Besides, it is also mentioned in the said agreement that Rs. 19 lacs has been transferred in the account of petitioner's husband and the details of the account are also given.

Considering the totality of the facts and circumstances of this case, but without expressing any opinion on the merits of the case, this Court does not find it to be a fit case for extending the extraordinary concession of pre arrest bail to the petitioners.

Dismissed.

(MANOJ BAJAJ)
JUDGE

18.11.2021

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Whether speaking/reasoned :
Whether Reportable :

Yes	No
Yes	No