

CRM-M-42315-2020

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

CRM-M-42315-2020 (O & M)

Date of decision: 13.01.2021

Gurbachan Singh

...Petitioner

Versus

State of Punjab

.....Respondent

CORAM: HON'BLE MR. JUSTICE HARNARESH SINGH GILL

Present:- Mr. Hemender Goswami, Advocate,
for the petitioner.

Mr. Randhir Singh Thind, DAG, Punjab.

Mr. Ramesh Chand Sharma, Advocate,
for the complainant.

HARNARESH SINGH GILL, J. (ORAL)

Case is taken up for hearing through video conferencing.

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Allowed as prayed for, subject to just all exceptions.

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Allowed as prayed for. Annexures P-4 and P-5 are taken on
record, subject to all just exceptions.

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Copy of receipt dated 06.08.2019 (in vernacular) sent by the
learned counsel for the complainant through e-mail, is taken on record.

Through this petition, the petitioner seeks anticipatory bail in
case bearing FIR No221 dated 24.11.2020, registered at Police Station

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Division No.3, Ludhiana, under Sections 420 and 120-B IPC.

Learned counsel for the petitioner contends that it was the wife of the petitioner, who had allegedly agreed to sell a double-storey house to the complainant, for a sum of Rs.50 lakh, whereas the petitioner has no role to play in the alleged offence. The petitioner is not a signatory to the alleged agreement to sell or the compromise deed dated 04.07.2020. In fact, the complainant had misused the blank signed papers of the family members of the petitioner lying with him (complainant) in dealing with his kitty business.

Learned State counsel, assisted by the learned counsel for the complainant, opposes the prayer made in the present petition and submits that the complainant had been cheated by the petitioner and his family members.

I have heard the learned counsel for the parties.

While poring the receipt dated 06.08.2019, it is axiomatic that just one day prior to the execution of the agreement, the petitioner had received an amount of Rs.6 lakh as token money and promised that the agreement would be executed by his wife-Paramjit Kaur on 07.08.2019. The aforesaid fact had also been mentioned in the alleged agreement dated 07.08.2019.

The learned Additional Sessions Judge, Ludhiana, while dismissing the bail application of the petitioner, noticed that in document dated 04.07.2020 allegedly executed by Amritpal Singh son of the petitioner, it was mentioned that on the stipulated date, his parents had not

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come present for execution of sale deed because they had already alienated the same in the name of someone else without disclosing him.

Keeping in view the above, this Court finds that the actual role played by the petitioner needs to be ascertained and, therefore, he is required for custodial interrogation.

Therefore, finding no merit in the present petition, the same is dismissed.

13.01.2021

parveen kumar

(HARNARESH SINGH GILL)
JUDGE

Whether reasoned/speaking?

Yes/No

Whether reportable?

Yes/No