

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

CRM-M-55455-2019 (O&M)
Date of Decision:- 24.8.2021

Jaspal Singh and another Petitioners

Versus

State of Punjab ... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Mohit Jaggi, Advocate, for the petitioners.

Mr. Ajay Pal Singh Gill, DAG, Punjab,
assisted by ASI Baljinder Singh.

Ms. Sarika Gupta, Advocate, for the complainant.

(Proceedings conducted through video conferencing)

GURVINDER SINGH GILL, J. (Oral)

1. The petitioners have approached this Court seeking grant of anticipatory bail in respect of a case registered against them vide FIR No.118, dated 30.12.2017, Police Station Phase 8, SAS Nagar, Mohali, under Sections 406, 420 and 120-B IPC.
2. The FIR was lodged on behalf of M/s R.K. Enterprises of which Rajesh Gupta and Meera Gupta are the partners. It is alleged that on 1.7.2006 they had entered with an agreement with Jaspal Singh and Avtar Singh who had applied for allotment of land to GMADA and who had agreed to sell 2 SCOs measuring 200 Sq. Yards each, 2

residential plots measuring 500 Sq. Yards each, 2 residential plots measuring 300 Sq. Yards each and 2 residential plots measuring 200 Sq. Yards each, the price of which was fixed as Rs.7 crores. The complainant alleged that out of the total sale consideration of Rs.14.60 crores, an earnest amount of Rs.1.20 crores had been paid but the accused did not do anything for transfer or for taking any further step for transfer of the plot and later they came to know that in fact the petitioners were having some family dispute and on account of which 'Letter of Intent' was not issued by the GMADA.

3. Learned counsel for the petitioners has submitted that it was on account of some technical issues that the needful was not done by GMADA and on account of which the land could not be transferred to the complainant and that in any case he has always been ready to compensate the complainant in respect of the earnest amount deposited by him and has already deposited an amount of Rs.2 crores in this Court to show his *bonafides*.
4. Opposing the petition, learned State counsel assisted by learned counsel for the complainant has submitted that in the instant case the intention of the petitioners to cheat the complainant is clearly evident and that he should not have entered into any agreement in case there was any issue regarding title of the property or in case there is any dispute amongst the co-sharers.
5. I have considered rival submissions addressed before this Court.
6. At the time of issuance of notice of motion on 23.12.2019, the following order was passed:

“Learned counsel for the petitioners submits that although he had received an amount of Rs.1.20 crores in lieu of agreement entered into for sale of property to the complainant which somehow could not be transferred on account of the fact that some litigation is pending. Learned counsel for the petitioners however submits that his clients are willing to pay an amount of Rs.2 crores in order to compensate the complainant and that they shall deposit the same in this Court within one month from today.

Notice of motion for 30.3.2020.

Meanwhile, in the event of arrest, the petitioners be released on interim bail subject to their furnishing personal bonds and surety bonds to the satisfaction of Arresting/Investigating Officer. However, the petitioners shall join the investigation as and when called upon to do so and cooperate with the Investigating Officer and shall also abide by the conditions as provided under Section 438 (2) Cr.P.C.

The aforesaid interim directions are subject to the condition that the petitioners deposit an amount of Rs.2 crores with Registrar General of this Court, which shall be invested in FDR.

At this stage, Ms. Sarika Gupta, Advocate has put in appearance on behalf of the complainant and has filed power of attorney, which is taken on record.”

7. The petitioners/accused are not disputing having received the amount of Rs.1.2 crores from the complainant pursuant to an agreement for sale of property. It however, transpires that on account of certain issues the ‘Letter of Intent’ was not issued by GMADA on account of

which the property could be transferred to the complainant. Since pursuant to interim directions issued on 23.12.2019 the petitioners have already deposited an amount of Rs.2 crores in this Court which stands invested in FDRs, it cannot be said that the intention of the petitioners right from very inception was to cheat the complainant. In any case, the case in hand is mainly based on documentary evidence and would not justify any custodial interrogation. The petition, as such, is accepted and the interim directions issued by this Court vide order dated 23.12.2019 are hereby made absolute subject to the condition that the petitioners shall join investigation as and when called upon to do so and cooperate with the Investigating Officer and shall also abide by the conditions as provided under Section 438 (2) Cr.P.C.

8. As regards the amount which stands deposited in this Court, it is directed that upon the guilt of the petitioners being established and upon such judgment attaining finality, the complainant would be entitled to proceeds of the aforesaid FDRs which stand deposited in this Court. However, in case the accused are found innocent and any such judgment attains finality, the proceeds shall be handed over to the petitioners.

24.8.2021

Mohan

(GURVINDER SINGH GILL)
JUDGE

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No