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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-13447-2022 (O&M)

Date of Decision: 04.04.2022

Abhinav Siag

....Petitioner(s)

Versus

State of Punjab

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Raman Goklaney, Advocate, for the petitioner.

Mr. Davinder Bir Singh, DAG, Punjab.

JASGURPREET SINGH PURI, J. (Oral)

CRM-12710-2022

The present application has been filed for impleading Ajay Pal Singh son of Lakhwinder Singh, resident of Village Kalan Wali, District Sirsa (complainant) as respondent No.2 in the present case.

For the reasons mentioned in the application, the same is allowed and Ajay Pal Singh son of Lakhwinder Singh, resident of Village Kalan Wali, District Sirsa (complainant) is impleaded as respondent No.2/complainant.

Amended memo of parties is taken on record.

CRM-12712-2022

The present application has been filed for placing on record documents Annexures R-2/1 to R-2/5.

For the reasons mentioned in the application, the same is

allowed and Annexures R-2/1 to R-2/5 are taken on record subject to just exceptions.

Main case

The present petition has been filed under Section 438 of the Code of Criminal Procedure for the grant of anticipatory bail to the petitioner in FIR No.13 dated 18.01.2022, under Sections 420,406, 120-B IPC, registered at Police Station City Fazilka, District Fazilka.

As per the allegations contained in the FIR which was lodged on the basis of a complaint made by one Ajay Pal Singh by alleging that the petitioner is known to him from his college days and from time to time he had borrowed some money from him and had compromised that the land of which the petitioner is owner will be transferred to him. As per the prosecution the petitioner has cheated the complainant namely Ajay Pal Singh and also has cheated number of other persons by making an agreement to sell or otherwise with regard to the same property in succession and has taken crores of rupees and misappropriated for himself but none of the agreements were honoured.

Learned counsel for the petitioner has submitted that it is a case of a financial dispute between the parties and at the most it is a case of breach of contract and, therefore, the petitioner may be considered for the grant of anticipatory bail. He further submitted that the complainant instead of seeking a civil remedy has got lodged the present FIR which is not maintainable. He further submitted that the petitioner has also disputed the genuineness and validity of the agreement to sell. He further submitted that even as per the allegations the agreement to sell between the petitioner and the complainant was executed on 06.11.2019 and thereafter some amount

has been transferred in the name of the complainant from the account of the petitioner. He further submitted that he had also filed one civil suit against one earlier proposed vendee namely Amandeep which is also pending and thereafter the present FIR has been registered.

On the other hand, Mr. Davinder Bir Singh, learned Deputy Advocate General, Punjab has submitted that the petitioner does not deserve the concession of anticipatory bail because it was not a pure case of financial dispute only and it was not a case where one to one financial dispute had arisen and the same has been given a criminal flavour and in fact it was a case where not only the present complainant but other persons have also been cheated by the petitioner and had taken crores of rupees from them. He further submitted that the ingredients of Section 420 IPC were fulfilled because the element of deception was at the inception level and, therefore, it cannot be said that it is a case where a civil dispute has been given a criminal flavour. Once at the time of taking money by the petitioner there is an element of deception at that point of time, then criminal prosecution would lie and it cannot be said that it was a pure and simple case of breach of contract. He further submitted that looking at the magnitude of the offence, the petitioner is not entitled for the grant of anticipatory bail.

Mr. A.P.S. Deol, learned Senior Counsel with Mr. Himmat Singh Deol, Advocate has also submitted on behalf of the complainant and has rather given more details of the present dispute. He submitted that the petitioner inherited 11 acres of land from his grand-mother and he had 10 acres of land in his own name and the petitioner had sold 14 kanals out of the aforesaid land to Arpinder Singh Grewal and regarding which mutation was also sanctioned on 03.12.2018 and he had taken an amount of Rs. 48

Lacs approximately from him and thereafter he entered into an another agreement to sell with one Neetu Bhadu wife of Manjit Singh after 3 days of the entering of the aforesaid mutation i.e. on 06.12.2018 and had taken an amount of Rs. 1 crore from her pertaining to his land and took an amount of Rs. 1 crore through cash as well as through bank transaction but this agreement to sell was never honoured. The learned Senior Counsel further submitted that since a dispute has arisen between the petitioner and the aforesaid Neetu Bhadu, an FIR No.6 dated 16.01.2021 was got lodged against the present petitioner in Police Station City Fazilka, District Fazilka with regard to the aforesaid cheating. The learned Senior Counsel further submitted that the petitioner did not end here and he executed another agreement to sell in even less than one year i.e. on 06.11.2019 with the present complainant and had taken total amount of Rs. 1.5 crores pertaining to both the properties i.e. the property which belongs to him and the property which he had inherited from his grand-mother and in this way in succession he had taken money from 3 different persons without even disclosing with regard to the earlier agreement or the status of the properties. He further submitted that the element of cheating was at the very beginning and, therefore, on the face of it a case under Section 420 IPC was made out against the petitioner. Apart from the same the petitioner also sold a part of the aforesaid land to his mother Rajshiri who is also a co-accused in the present case in order to get rid of the agreement. The learned Senior Counsel further submitted that the other co-accused namely Rajshiri has been granted bail by this Court considering the fact that she was a lady and she was probably a *bona fide* purchaser for consideration but so far as the present petitioner is concerned, he is not entitled for the grant of bail and

he is not at parity with the aforesaid Rajshiri who is the mother of the petitioner. The learned Senior Counsel further submitted that the petitioner is a drug addict and he was also admitted to the Rehabilitation Centre for some long time.

I have heard the learned counsel for the parties.

It is a case where the argument has been raised by the learned counsel for the petitioner that at the most it was a case of a breach of agreement to sell, although the learned counsel for the petitioner during the course of arguments denied the execution of the agreement to sell. However, most of the transactions have taken place by way of bank transactions. The petitioner had got two different lands, one land belonging to him pertaining to 10 acres and the other land was inherited from his grand-mother measuring 11 acres and as per the allegations he has allegedly taken money from 3 different persons running into approximately Rs. 3 crores pertaining to same land in succession. Therefore, it cannot be said to be a pure and simple case of financial dispute between the parties or a breach of contract. The submission made by the learned Senior Counsel that the petitioner is a drug addict and was admitted to Rehabilitation Centre has not been disputed by the learned counsel for the petitioner during the course of arguments. Therefore, in the present set of facts and circumstances, the gravity and magnitude of the amount involved would disentitle the petitioner for grant of anticipatory bail.

Therefore, without commenting anything on the merit of the case this Court is of the considered opinion that it is not a fit case for grant of anticipatory bail to the petitioner.

Consequently, finding no merit in the present petition, the same

is hereby dismissed.

However, anything observed hereinabove shall not be treated as an expression of opinion on merits of the case and is meant for the purpose of deciding the present petition only.

04.04.2022

(JASGURPREET SINGH PURI)

rakesh

JUDGE

Whether speaking	:	Yes/No
Whether reportable	:	Yes/No