

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

**CRM-31212-2021 in/and
CRM-A-346-2021
Date of Decisn: 6th July, 2022**

Gurnam Singh.. Applicant

Versus

State of Punjab and others

... Respondents

CORAM : HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present : Mr. PKS Phoolka, Advocate for the applicant.
Mr. Sandeep Kumar, DAG, Punjab.

AVNEESH JHINGAN , J.(Oral)

1. The application under Section 378(4) Cr.P.C. is filed for grant of leave to appeal against acquittal of respondents No.2 and 3 (hereinafter referred to as respondents) in Criminal Case no. COMI/179/2014, under Sections 420, 467, 468, 471, 120-B IPC. The application is accompanied by an application for condonation of delay of 149 days.

2. The brief facts are, that as per the complainant Karnail Singh along with Daljeet Singh approached him for selling land of Karnail Singh measuring two kanals. He was asked to arrange Rs.3,00,000/- and come to Tehsil Complex, Bathinda on 20th January, 2014 for executing sale deed. On that day, instead of sale deed an agreement of sale coupled with a delivery of possession of land was executed by Karnail Singh in favour of the complainant and Rs.3,00,000/- were paid to Karnail Singh.

3. The complainant filed a suit for specific performance of the agreement to sell in question. Vide judgment dated 17th July, 2018, alternative prayer made in suit was accepted. The finding was recorded that there was no agreement to sell, no document was produced to prove that

only for possessory rights to be transferred by Karnail Singh in favour of Gurnam Singh (complainant) for a consideration of Rs.3,00,000/-. The suit was decreed for recovery of Rs.3,00,000/-.

4. The trial Court considering that complainant failed to prove the guilt of the accused, passed the judgment of acquittal.

5. Learned counsel for the applicant argues that the accused failed to honour the terms of the agreement as no sale deed was executed, the Trial Court erred in acquitting the accused.

6. Even before this Court it is not contended that the findings recorded in suit for specific performance were reversed.

7. It was held in Civil Suit that the agreement in question was not agreement to sell but was only for possessory rights. The acquittal was on failure of the complainant to prove the essential ingredients for invoking Sections 420, 467, 471 and 120-B IPC. There is no legal or factual error in the impugned judgment calling for interference. No case is made out for grant of leave. The conclusion arrived at by the trial court is plausible reason.

8. The application is disposed of.

9. Since the application for grant of leave to appeal is disposed of, the application for condonation of delay is disposed of accordingly.

(AVNEESH JHINGAN)
JUDGE

6th July, 2022

Parveen Sharma

Whether reasoned/speaking
Whether reportable

Yes
Yes