

CRM-M-7337 of 2022

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

CRM-M-7337 of 2022  
Date of decision: -19.01.2023

Jasdeep Singh

.....Petitioner

Versus

State of Punjab and another

.....Respondents

**CORAM: HON'BLE MR. JUSTICE NAMIT KUMAR**

Present: - Mr. Karamjit Singh, Advocate,  
for the petitioner.

Mr. Anup Singh, AAG, Punjab.

Mr. T.S. Hundal, Advocate,  
for respondent No.2.

**NAMIT KUMAR, J. (ORAL)**

This petition has been filed by the petitioner under Section 438 Cr.P.C. seeking anticipatory bail in case FIR No.0001 dated 05.01.2022 under Sections 406, 420, 120-B IPC, registered at Police Station City Khanna, District Ludhiana, Punjab.

FIR in the present case was registered at the instance of Sanjeet Kumar, who moved a complaint against Pritam Kaur and others, alleging that Pritam Kaur and Jasdeep Singh (petitioner) entered into an agreement to sell dated 19.01.2018 for sale of their land measuring 06K-9M for consideration of Rs. 25,18,750/- and received an amount of Rs.7,21,000/- as earnest money from complainant. Date

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for execution of sale deed was fixed as 15.06.2018. Petitioner and Pritam Kaur had taken loan from PADB Bank, Khanna and it was agreed that they would get the land redeemed at the time of execution of sale deed. But, upto 15.06.2018, the land was not got redeemed and the date for execution of sale deed was extended to 05.12.2018 vide writing dated 04.06.2018, on which date, petitioner took an amount of Rs.2,79,000/- more. At the request of petitioner, date for execution of sale deed was further extended to 20.02.2019 vide writing dated 28.11.2018 and then to 08.05.2019 vide writing dated 20.02.2019. Rs.05,50,000/- more were received by petitioner-Jasdeep Singh on 05.03.2019 from complainant vide writing. Thereafter, with the consent of complainant, petitioner executed sale deed dated 14.03.2019 of land measuring 01K-13-1/3 marlas, out of land measuring 6K-9M in favour of Sukhwinder Kaur. Petitioner requested for extension of date for execution and registration of sale deed, which was accepted by complainant and date for execution of sale deed was extended to 15.07.2019. Petitioner along with Sukhjeet Kaur (wife) received Rs.1,00,000/- on the said date. In this manner, petitioner along with co-accused received Rs.16,50,000/- in total. Orally, date for execution of sale deed was extended to 11.11.2019, 15.01.2020, 11.06.2020, 02.12.2020, 06.01.2021 and then to 30.04.2021, with the consent of the parties. Then, by mutual consent of the parties, the date for execution of sale deed was extended to 02.12.2020 vide writing dated 11.06.2020. Then, it was extended to 06.01.2021 vide writing dated 01.12.2020 and ultimately, to 30.04.2021. Thereafter, on obtaining latest jamabandi of

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the property, complainant came to know that petitioner sold his entire property to his wife Sukhjot Kaur, with an intention to cheat and cause loss to the complainant.

On issuance of notice of motion, status report by way of affidavit of Rajan Parminder Singh, Deputy Superintendent of Police, Police District Khanna, District Ludhiana, has been filed on behalf of the respondent-State, wherein in para 6 and 8 it has been averred as under:

*“6. That the petitioner does not deserve any type of leniency in this case as he intentionally and fraudulently with intention to cheat the complainant has received the earnest money of Rs.16,50,000/- from the complainant and further seeks time from the complainant to execute the sale deed in his favor from 11.11.2019 to 15.01.2020 and from 11.06.2020 to 02.12.2020 and from 06.01.2021 to 30.04.2021 with mutual consent. The complainant was kept in dark regarding the sale of the property to the extent of the share of the petitioner which was transferred by the petitioner in favour of his wife Sukhjeet Kaur with intention to cheat and cause loss to the complainant. Thus the complainant was duped by the petitioner and another.*

*8. That as present the petitioner is withholding the amount of Rs.9,25,000/- of the complainant which is due after adjusting the sale amount with the consent of the petitioner. That nothing has been recovered from the petitioner out of the above said amount so far, neither the petitioner has tendered the amount of Rs.9,25,000/- to the complainant. The complainant was duped by the petitioner. The circumstances itself speaks about the intention of the petitioner as well as the others of cheating*

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*the complainant since the beginning. The petitioner from time to time extended the date for the execution and registration of sale deed. So, the custodial interrogation of the petitioner is required to unfold the entire facts and circumstances of the case. At present no ground has been made for granting the pre-arrest bail to the petitioner. The investigation of this case is still going on which cannot be completed without the arrest of the petitioner. Hence, the present petition deserves dismissal.”*

Learned counsel for the petitioner submits that a false case has been registered against the petitioner. He further submits that moreover, as per averments in the FIR itself, 1K-13-1/3 marlas of land was sold on 14.03.2019 to Sukhwinder Kaur, with the consent of the opposite party and the amount was retained by the complainant. Vide agreement to sell dated 15.07.2019, the earlier agreement to sell was cancelled and the amount was returned to the complainant and no offence under Section 420 of IPC, is made out, as such, petitioner be admitted on anticipatory bail, as his custodial interrogation is not required. He further submits that Sukhjeet Kaur (wife) has already been enlarged on anticipatory bail by the trial Court vide orders dated 28.01.2022 (Annexure P-2).

Learned State counsel assisted by learned counsel for the complainant submits that grave and serious offence has been committed by the petitioner as the petitioner executed agreement to sell dated 19.01.2018, which was extended from time to time and in total the petitioner and co-accused received Rs.16,50,000/- from the complainant and only Rs.9,50,000/- were adjusted by them. The said

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fact has also been stated in the status report, as has been reproduced above and, therefore, petitioner is not entitled for the grant of pre-arrest bail.

I have heard learned counsel for the parties and perused the record.

Vide order dated 28.04.2022, a Co-ordinate Bench ordered that no coercive action shall be taken against the petitioner in the meanwhile. Vide order dated 27.05.2022 passed by a Co-ordinate Bench, on the request of learned counsel for the parties, matter was referred to the Mediation and Conciliation Centre of this Court to explore the chances of settlement, if any, and in pursuance thereto report dated 23.08.2022 of the Mediator has been received and the mediation remained unsuccessful.

The petitioner fraudulently with an intention to cheat the complainant received earnest money of Rs.16,50,000/- and further sought time from the complainant to execute the sale deed in his favour from 11.11.2019 to 15.01.2020, 11.06.2020, 02.12.2020 and 06.01.2021 then to 30.04.2021 with mutual consent and the complainant was kept in dark regarding the sale of property to the extent of share of the petitioner which was transferred by the petitioner in favour of his wife Sukhjit Kaur and they are still withholding Rs.9,25,000/-. The investigation is underway. Therefore, custodial interrogation of the petitioner is required to unfold the entire gamut. Recovery is also to be effected from the petitioner.

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In these circumstances, petitioner is not entitled for grant of pre-arrest bail. Hence, the petition being devoid of any merit is dismissed.

19.01.2023  
R.S.

(NAMIT KUMAR)  
JUDGE

Whether speaking/reasoned

:

Yes/No

Whether Reportable

:

Yes/No