

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-18385-2023

Reserved on: 11.10.2023

Pronounced on: 16.10.2023

Subeg Singh

. . . . Petitioner

Vs.

State of Punjab

. . . . Respondents

CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

Present: - Mr. L.S. Sidhu, Advocate,
for the petitioner.

Mr.M.S. Nagra, AAG, Punjab.

Mr.A.S. Brar, Advocate, for the complainant.

DEEPAK GUPTA, J.

By way of this petition filed under Section 438 CrPC petitioner prays for grant of anticipatory bail in case FIR No.20 dated 03.02.2023 registered at Police Station Dharamkot, District Moga, under Sections 420/120B IPC.

2. FIR was lodged on the complaint of Ranjit Singh, as per which accused-Subeg Singh (petitioner) had agreed to sell 37 Kanals 10 marla of his land, vide an agreement dated 02.06.2022. Accused-petitioner received ₹21 lakh as earnest money out of which ₹11 lakh was paid by way of cheque and ₹10 lakh by way of cash. Target date for execution of the sale deed was fixed as 12.12.2022. Total sale consideration was ₹84,37,500/-. It was alleged that more amount was paid from time to time. On 22.11.2022, the Registry was written by purchasing e-stamp of ₹1,68,300/-, which was even signed by the petitioner. However, due to want of clearance certificate

from the Bank and the Society, the sale deed was not executed on that day and with consent of the parties, next date for registry was decided to be 25.11.2022. However, later on, petitioner did not turn up for getting the sale deed registered. Complainant later on, came to know that petitioner had transferred 29 kanals 10 marls land, out of 37 kanals 10 marls agreed to be sold, in favour of his grandson Jaskaran Singh on 29.11.2022 and thus, had committed fraud for an amount of ₹55,75,000/-.

3. It is contended by the petitioner that he never executed any agreement nor received any payment in lieu of the alleged cheque, which was returned to the complainant. No other payment was received as is alleged. It is further contended that matter is purely civil in nature and that complainant has already filed a civil suit for specific performance before Civil Court, Moga. Copy of the plaint is Annexure P3. Still further, it is submitted that petitioner is ready to join the investigation and so, he be allowed anticipatory bail.

4. The respondent/State in its reply submitted that fraud of ₹55,75,000/- has been committed by the petitioner by executing the sale date in respect of 29 kanals 10 marla of land in favour of his grandson despite an earlier agreement to sell in favour of the complainant.

5. Complainant has placed on record copy of agreement Annexure R1 along with receipt Annexure R2 to contend that amount of ₹21 lakh was duly acknowledged by the petitioner to have been received by him. He further placed on record his bank statement of account to show the transfer of ₹11 lakh to the petitioner by way of cheque.

6. Heard.

7. Entire dispute, as emerges, is *prima facie* civil in nature. Dishonest intention is required to be seen since inception. As per the contents of the FIR, the agreement was executed on 02.06.2022 and the petitioner had signed the registry on 22.11.2022 on which date the transaction could not be completed because of want of the clearance certificate from the bank. The fact that petitioner had signed the registry/sale deed on 22.11.2022, *prima facie*, indicates that he did not have the dishonest intention since beginning. Still further, the complainant has already filed a civil suit for specific performance against the petitioner and his son and grandson. Copy of that plaint is Annexure P3. The alternative relief sought in that suit is for recovery of ₹42 lakh. As per Para 3 of the plaint, petitioner had received ₹29,10,000/- in total. In FIR, it is alleged that an amount of ₹55,75,000/- had been taken, which is contrary to pleadings of civil suit. The case is apparently dependent upon the documentary evidence and so, custodial interrogation of the petitioner may not be required.

8. Having regard to all the facts and circumstances of the case, but without commenting anything further on the merits of the case, petition is allowed. Petitioner is directed to be released on bail in the event of his arrest to the satisfaction of arresting officer, subject to his joining the investigation and co-operate in the same. He shall also abide by all conditions contained in Section 438(2) Cr.PC.

16.10.2023

Vivek

(DEEPAK GUPTA)
JUDGE

1. Whether speaking/reasoned?
2. Whether reportable?

Yes/No
Yes/No