

CRM-M-41855-2023

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

CRM-M-41855-2023

Date of Decision: 24.08.2023

Rajinder Singh

..... Petitioner

Versus

State of Punjab

..... Respondent

CORAM: HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

Present : Mr. Tanvir Joshi, Advocate,
for the petitioner.

RAJBIR SEHRAWAT, J. (ORAL)

1. The present first petition has been filed by the petitioners under Section 438 Cr.P.C. for grant of anticipatory bail in case FIR No.144 dated 21.07.2023, registered under Sections 420 and 120-B of the Indian Penal Code, 1860, at Police Station Talwandi Sabo, District Bathinda.

2. It is submitted by the learned counsel for the petitioner that the petitioner is not disputing that he had entered into an agreement with the complainant to sell one kanal of land, in which the shops were constructed. In that agreement, the complainant had given cheque bearing No.000087 dated 21.03.2023 for an amount of Rs.3,00,000/- as earnest money, which was part of the sale consideration. However, the said cheque was bounced and, therefore, returned by the bank. Even before bouncing of the said cheque, the complainant had hinted at not to comply with the agreement. Therefore, the petitioner had leased out the shops to some other person. It is only after the shops were leased out that the complainant transferred some money in the account of wife of the petitioner; without even the knowledge of the petitioner. Therefore, there is no question of the offence being involved in this case. The

matter is purely of civil nature. The petitioner undertakes to join the investigation as and when so required by the police. Therefore, the petitioner deserves to be protected against his arrest.

3. Notice of motion.

4. On the asking of the Court, Mr. Sandeep, Additional Advocate General, Punjab, accepts notice on behalf of the respondent-State.

5. Learned counsel for the State, being instructed by HC Randhir Singh, has submitted that the petitioner was paid an amount of Rs.3,00,000/- as earnest money through a cheque. Therefore, the petitioner was bound to execute the sale deed. However, instead of executing the sale deed, the petitioner had leased out the property in question. Therefore, he has committed the offence. However, it is not disputed that the cheque issued to the complainant as an earnest money had defaulted in payment.

6. In view of the above, but without commenting upon merits of the case, the present petition is disposed of by granting concession of anticipatory bail to the petitioner. Therefore, it is directed that in case of his arrest, the petitioner shall be released on bail subject to his furnishing bail bonds/surety bonds to the satisfaction of Arresting/Investigating Officer. However, it is further directed that the petitioner shall join the investigation as and when called upon to do so and shall abide by the conditions as provided under Section 438(2) Cr.P.C.

(RAJBIR SEHRAWAT)
JUDGE

24.08.2023
adhikari

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No