

CRM-M-44662 of 20232023:PHHC:117245[1]

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-44662 of 2023
Date of decision: 6th September, 2023

Parshotam Lal
Petitioner

Versus

The State of Punjab
Respondent

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Kartik Gupta, Advocate for the petitioner.
Mr. Sandeep Kumar, DAG, Punjab.

AVNEESH JHINGAN, J (Oral):

1. The petition under Section 438 Cr.P.C. is filed seeking anticipatory bail in:

FIR No.	Dated	Police Station	Sections
50	1.5.2021	Garhshankar, District Hoshiarpur	420 IPC

2. The brief facts are that the FIR was registered at the instance of Jagan Nath. It was stated that on 13.7.2016, the petitioner entered into an agreement to sell for land measuring twenty acres and four kanals and received earnest money of Rs.10,00,000/-. In the agreement, it was stated that there is a civil suit pending between the petitioner and Harbhajan Dass. Later it revealed that suit for specific performance filed by the petitioner against Harbhajan Dass was decreed on 31.3.2016 awarding alternative relief for recovery of Rs.15,00,000/-.

3. Learned counsel for the petitioner submits that in the agreement to sell, the petitioner nowhere claimed that he was owner of the land in question. He further submits that the complainant had availed civil remedies. The contention is that the agreement was of 2016 but the FIR was registered in 2021.

4. Learned counsel for the State appearing on advance notice opposes the prayer for grant of pre-arrest bail and submits that the complainant was duped of his hard earned money. The petitioner in spite of being aware of the fact that he had only succeeded in alternative relief in a suit for specific performance, received the money and entered into an agreement to sell. The contention is that the original agreement to sell is yet to be recovered.

5. The observations made hereinafter shall not be construed as an expression of opinion on the merits of the case.

6. The petitioner had entered into an agreement to sell on the basis of an agreement to sell entered between him and Harbhajan Dass. He had filed a suit for specific performance which was partly allowed on 31.3.2016 i.e. the date prior to the agreement to sell in question and he was granted an alternative relief. The contention of learned counsel for the State is that the original agreement to sell is to be recovered.

7. The contention of learned counsel for the petitioner that the complainant has availed civil remedies does not enhance the case for grant of anticipatory bail. Suffice to say that availing of civil remedies does not bar initiation of criminal proceedings of a cognizable offence. The allegations against the petitioner are serious, knowing that he had failed in

main relief in the suit for specific performance, the petitioner received the amount and entered into an agreement to sell the land for which he had no right to do so. No case is made out for grant of anticipatory bail as deeper probe is required and original agreement to sell is yet to be recovered.

8. The petition is dismissed.

[AVNEESH JHINGAN]
JUDGE

6th September, 2023
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| 1. Whether speaking/ reasoned | : | Yes / No |
| 2. Whether reportable | : | Yes / No |