

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

216

CRM-M-6625-2024
Date of decision: 27.02.2024

SHER SINGH ALIAS SHERI

....Petitioner

Versus

STATE OF PUNJAB

...Respondent

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present : Mr. Sathak Jindal, Advocate
Mr. K.S. Brar, Advocate
for the petitioner.

Mr. Akshay Kumar, AAG, Punjab.

KULDEEP TIWARI. J.(Oral)

1. On the last date of hearing i.e on 08.02.2024, the following order was passed:-

"1. Through the instant petition, as instituted under Section 438 of the Cr.P.C., the petitioner has sought the concession of anticipatory bail, in case FIR No.183 dated 26.09.2023, under Section 406 of the IPC, registered at P.S. Sadar Faridkot, District Faridkot.

2. The allegations, as levelled against the petitioner, and, which are narrated in paragraph No.5 of the order dated 30.01.2024, whereby, the learned Sessions Judge, Faridkot, has declined to grant anticipatory bail to the petitioner, are reproduced hereinafter:-

"5. It was alleged by complainant Kulwinder Singh that on 01.11.2022, he entrusted Rs. 50,000/- to Sher Singh @ Sheri for paying the same to someone as earnest money for purchasing land. That Sher Singh @ Sheri did not hand over the said amount of earnest money of Rs.50,000/- to the person

to whom complainant asked for, rather he himself utilized the amount. That as and when complainant demanded his amount of Rs.50,000/- from Sher Singh @ Sheri, he threatened him with dire consequences and flatly refused to return the amount. That Mamandeep Singh son of Sher Singh @ Sheri told the complainant if his father did not return the amount, he will return the amount. That said Mamandeep Singh is an army man and he too did not return his amount.”

3. The learned counsel for the petitioner, in his asking for the relief (supra), submits that the present FIR has falsely been registered, as the allegations narrated therein are totally incorrect. To substantiate this contention, he submits that, in fact the petitioner and the complainant are cousins, and, the petitioner had, at the instance of the complainant, given the amount in question as earnest money to one Paramjit Singh, for the purchase of a plot measuring 10 Marlas @ Rs.57,000/- per marla.

4. The learned counsel for the petitioner further submits that no written agreement qua sale was executed and it was only a verbal agreement. However, the complainant failed to honour the verbal agreement, inasmuch as, he did not make payment of the remaining sale amount, which led to forfeiture of the earnest money. In this way, forfeiture of the earnest money has triggered the complainant to lodge the instant FIR, and that too, on wrong facts.

5. Notice of motion for 22.02.2024.

6. Mr. Digvijay Nagpal, A.A.G., Punjab, accepts notice on behalf of respondent-State.

7. In the meanwhile, the petitioner is directed to join the investigation and to appear before the investigating agency, as and when called upon to do so. In the event of his arrest, he shall be admitted to interim bail on his furnishing bail bonds to the satisfaction of the Arresting/Investigating Officer. The petitioner shall abide by the terms and conditions as envisaged under Section 438(2) Cr.P.C."

2. Learned counsel for the petitioner submits that in pursuance of the order dated 08.02.2024, the petitioner had joined the investigation.
3. Learned State counsel, on instructions from ASI Chamkaur Singh, submits that the petitioner had joined the investigation and he is not required for any further custodial interrogation.
4. In view of the statement made by learned State counsel, the interim order dated 08.02.2024, is hereby made absolute.

27.02.2024
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(KULDEEP TIWARI)
JUDGE

Whether speaking/reasoned.

Whether Reportable.

:

:

Yes/No

Yes/No