

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-32441-2024 (O&M)

Date of Decision: 11.07.2024

Sukhwinder Kaur

... Petitioner

VS.

State of Punjab

... Respondent

CORAM: HON'BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Mr. RS Waraich, Advocate for the petitioner

Mr. Rajiv Verma, DAG Punjab

Mr. Shailendra Sharma, Advocate for the complainant

Sandeep Moudgil, J.

(1). This petition under Section 438 CrPC has been filed by the petitioner seeking anticipatory bail in case FIR No.31 dated 08.05.2023 (Annexure P1) under Sections 406/420/120-B IPC, registered at Police Station City Morinda, District Rupnagar.

(2). The fact as culminating from the FIR is reproduced as under:-

“Copy of application, Application No.-3434/SSP dated 12.12.2022.To, Worthy SSP, Rupnagar (Punjab) Subject:- Regarding not giving possession of 24 Kanal land after getting the sale deed registered and by committing fraud stating wrong dimensions of the land. Respected Sir, it is requested that I am Avtar Singh son of Mr. Hardial Singh is resident of village Ratangarh Tehsil Morinda, District Rupnagar, Punjab. That I am the GPA of my wife Ranveer Kaur. In October, 2022 Harjinder Singh son of Shadi Singh resident of Village Pawat, District Ludhiana Punjab M No: 8837565933 and Harinder Singh son of Kulwinder Singh resident of Jansui Tehsil Rajpura, District Patiala Punjab, M No: 8427045260 came to me who already know me. They told me that our known Shinderjit Singh M No: 98140-

88538 wants to send his son abroad, because of which he needs money and he wants to sell his 24 Kanal land which is situated at village Kakrala, Tehsil Nabha, District Patiala which is owned by his wife Sukhwinder Kaur. I agreed to buy the land. A few days later Harjinder Singh took me to Shinderjit Singh's village Chehal, Tehsil Amloh District Fatehgarh Sahib. There, Harjinder Singh introduced me to Shinderjit Singh and his son and to talk about the said land, then they took me to village Kakrala and showed me the boundaries of the 24 Kanal land and told me about the motor installed in the land and said that we have half share in this motor. Rajwinder Singh son of Sadhu Singh resident of village Kakrala M No: 7889245893 is sowing the land on lease, after that I was taken to the house of Rajwinder Singh at village Kakrala. After meeting Rajwinder Singh, he gave information about the boundaries of the land owned and the motor on the land and said that the said land is owned by Sukhwinder Kaur, wife of Shinderjit Singh, a resident of village Chehal, Tehsil Amloh, District Fatehgarh Sahib, which I am plowing on lease basis. There is no dispute of any kind and after that they took me to Tehsil Complex Nabha and they showed the papers of the said land and introduced me to Satpal Singh Nambardar M No: 98146-44953 Village Kakrala who confirmed that Sukhwinder Kaur, wife of Shinderjit Singh, resident of Chehal, has purchased land at village Kakrala and there is no dispute of the said land. Then on 19-10-2022 Sukhwinder Kaur and his son, Shinderjit Singh, Goldy resident of Ladpur District Fatehgarh Sahib M No: 78884-13550 Harjinder Singh and Harinder Singh came to me at Morinda. In the presence of the said persons, the deal of the said land was settled for Rs. 42 lakhs, then we went to Tehsil Morinda, there Sukhwinder Kaur bought stamp paper and prepared the agreement and collected a cheque of Rs. 5 lakhs. The said agreement was signed by Harjinder Singh and Harinder Singh as witnesses and Shinderjit Singh verified the same. Then on 20-10- 2022, Sukhwinder Kaur got the sale deed

registered of the said land Sub-at Registrar Nabha in the presence of witness Rajwinder Singh and Satpal Singh Nambardar Kakrala and collected the entire amount through cheque. A few days after getting the sale deed registered, I went to take possession of the said land, then lease holder Rajwinder Singh alias Raju told me that this land does not belong to Sukhwinder Kaur, and I had lied on asking of Shinderjit Singh, then I spoke to Shinderjit Singh and told him that you had shown me the land and told me that Raju is plowing your land on lease, but now he has refused and he says that I had lied on asking of Shinderjit Singh. Shinderjit Singh said will talk to Raju and will give you possession in a few days. But after that, Sukhwinder Kaur and Shinderjit Singh started avoiding me. In this way, the said persons cheated me because the land that was shown to me does not belong to Sukhwinder Kaur. I request you to take appropriate legal action against the said persons and justice be provided to me. I will be very grateful to you. Date 10/12/2022 Yours faithfully SD/- Avtar Singh.”

(3). Learned counsel for the petitioner submits that the petitioner was the owner of the disputed property i.e. 3 killas (24 kanals) situated at Village Kakrala, Tehsil Nabha, District Patiala as the complainant along with his wife approached the petitioner and one Shinder Jeet Singh for sale of the property. He further contends that the petitioner was not in possession of the property and this fact was known to the complainant and after registration of sale deed, mutation was sanctioned in the names of purchaser, and thereafter, the complainant and her wife cunningly twisted the fact and created a concocted a story just to extract money/harass the petitioner.

(4). The argument sought to be raised on behalf of the petitioner is that the complainant is trying to give criminal colour to a civil dispute as there was dispute with regard to possession of the property, however, true facts have

already been disclosed to the complainant with regard to possession and in greed of purchasing good agricultural land at low price the complainant purchased the land in dispute.

(5). He further submits that the sale deed has been written by the expert/Deed Writer, those who scribe the registry in the Tehsil and it is a simple format of sale deed and every document has been prepared by the complainant and the petitioner only went there and got the sale deed registered and as such the petitioner is not the scribe of the sale deed.

(6). On the other hand, learned State counsel opposed the prayer so made for grant of concession of anticipatory bail to the petitioner as the petitioner along with one Shinder Jeet Singh has committed fraud with the complainant and his wife and has caused wrongful loss to them as the petitioner entered into an agreement with the same with Mangal Singh on 01.12.2021 and as such, since fraud and cheating, prima facie, appears to have been committed with the complainant and his wife, the custodial interrogation of the petitioner is required by the police.

(7). Heard learned counsel for the parties and gone through the record.

(8). From the facts as narrated in the FIR is gone through, it is not unclear that the petitioner and one Shinder Jeet Singh, in a planned way, sought to deceive the complainant and persuaded them to enter into a sale deed and as such, a sum of Rs.42 lakhs has been got transferred with the petitioner. Admittedly, at the very inception itself, the whole chapter of the petitioner right from persuading the complainant and his wife to purchase the land in question and after receiving the whole sale consideration of Rs.42 lakhs and not coming forward to hand over the physical possession or letting the complainant and his

wife to enter into peaceful possession of the subject land/property, smacks of cheating, dishonest intention and fraud on the part of the petitioner and her co-accused, from the very inception of the deal. Moreover, the fact that the petitioner has already entered into an agreement to sale in respect of the subject land, with one Mangal Singh, on 01.12.2021 and the same was concealed from the complainant and his wife at the time of execution of sale deed with them, needs to be investigated for which the custodial interrogation of the petitioner is required. In the wake of such circumstances, there is no valid ground to grant the concession as provided under Section 438 CrPC as such a concession would hinder the process of law and come in way of unveiling the truth behind such fictitious transactions in relation to sale and purchase of land.

(9). Dismissed.

11.07.2024
V.Vishal

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

(Sandeep Moudgil)
Judge

Yes/No
Yes/No