



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-44105-2024
Date of Decision:06.09.2024

Brij Lal Sharma ...Petitioner
vs.
State of Punjab ...Respondent

Coram : Hon’ble Mr. Justice N.S.Shekhawat

Present : Ms.Jasleen Kaur, Advocate
for the petitioner.

Mr. Deepinder Singh Brar,Sr. DAG, Punjab.

Mr. Rashneet Singh, Advocate
for the complainant.

N.S.Shekhawat J. (Oral)

1. The petitioner has filed the present petition under Section 482 of B.N.S.S with a prayer to grant anticipatory bail to him in case FIR No.109 dated 15.08.2024 under Sections 406,420,120-B of IPC, registered at Police Station Amloh, District Fatehgarh Sahib(Annexure P-1).
2. The FIR in the present case was registered on the basis of statement made by Mohan Kumar Gupta and the copy of the FIR has been reproduced below:-

“Copy of complaint, complaint No.1405/peshi dated 14.06.2024, Mohan Lal Gupta S/o Late Murari Lal Gupta R/o House No.266,Sector 21B, Mandi Gobindgarh,Tehsil Amloh, District Fatehgarh Sahib has moved an application before SSP Fatehgarh Sahib for taking action against Sukhraj Singh s/o Ranjit Singh (8727876717), Sukhdev Singh s/o Ranjit Singh along with

Brij Lal Sharma (property dealer) (9877518419) for having committed fraud in connivance with each other and not executing the sale deed. It is submitted in the application that I Mohan Kumar Gupta s/o Late Murari Lal Gupta R/O H.no. 266, SECTOR 21B, Mandi Gobindgarh, Tehsil Amloh District Fatehgarh Sahib. On 11/08/2022, I along with my partner entered into an agreement with Sukhraj Singh s/o Ranjit Singh R/o Chehal, Tehsil Nabha, Distict Patiala regarding purchase of 11 bighas of land situated at Village Chehal, Tehsil Nabha, District Patiala. Out of the above said land, some of the land is registered in the name of Sukhraj Singh and some of the land is registered in name of his brother Sukhdev Singh regarding which Brij Lal Sharma (property dealer) took all the responsibility as he has seen all the papers of the land. The agreement has been executed for an amount of Rs. 12 lacs per bigha and earnest money to the tune of Rs. 26 lacs has already been given and date of execution and registration of sale deed was fixed at 22/04/2024. Thereafter on 08/01/2024, Sukhraj Singh demanded more money and note has been executed on the back side of the agreement to sell regarding payment of 2 lacs on 08/01/2024 and total 28 lacs has been paid to Sukhraj Singh. On 11/04/2024, Sukhraj Singh fixed the date for execution and registration of sale deed for 30/04/2024. Regarding this fact, a separate document was prepared but when we sent message through Brij Lal Sharma mediator for execution and registration of sale deed, he told that he could not execute the sale deed yet. At this, I along with Brij Lal Sharma went to his house and came to know that his wife stopped him from execution and registration of sale deed who alleged that if Sukhraj Singh sold the land, she will go to the court. On the same day, we came to know that Sukhraj Singh had already executed documents regarding the said land with 2-3 other persons. When I got to know this, I became perplexed. Then I came to know that Sukhraj Singh in connivance with Brij Lal Sharma (property dealer) cheated us. In attempt to save his documents, on the same day i.e. 30/04/2024, we along

with balance sale consideration for sale deed and other registration expenses, appeared in the office of Naib Tehsildar Bhadson and called Sukhraj Singh for registration but he didn't come present despite calling many times. From this, it is clear that Sukhraj Singh with an intention to cheat him entered into this agreement and in order to usurp their money was gaining time for execution of sale deed. Hence, it is submitted that the above said person in connivance with his wife entered into this agreement to commit fraud with him and to misappropriate his money. Whenever we go to meet the said person, his wife come forward and as such they are putting hold the matter on one pretext or the other. It is clear that the above said person along with his wife has committed this fraud. Hence it is prayed that action be taken against the above said two persons and sale deed be got executed. Sd/- Mohan Kumar Gupta mobile no.- 9814681481”.

3. Learned counsel for the petitioner has extensively referred to the averments made in the FIR, which was registered by the complainant in the present case. As per the averments made by the complainant in the FIR, that the petitioner had co-operated with the complainant and even he had gone to the house of co-accused to convince him to get the sale deed executed. She further contends that even in the concluding part of the FIR, the complainant has alleged that the allegations were levelled against the co-accused and not against the petitioner. Learned counsel further contends that the petitioner was property dealer and had checked all the related documents from the revenue record and the revenue record shows the clear title of the owner. Thereafter, he had only facilitated the meeting between the buyer and seller and the parties entered into a contract on 11.08.2023. Learned counsel further contends that even from the averments made in the FIR, it is apparent that a civil dispute has been converted

into a criminal offence. She further contends that even as per the admitted allegations in the FIR, no amount was ever paid to the petitioner and all the money was paid to the co-accused/seller. She further contends that in fact, the case is based on documentary evidence and the custodial interrogation of the petitioner may not required.

4. On the other hand learned State counsel assisted by learned counsel for the complainant have vehemently argued that in the present case, the petitioner has cheated the complainant to the tune of Rs.28 lacs. It is further submitted that initially an agreement was executed with the complainant, however, later on, the complainant came to know that Sukhraj Singh had already executed documents regarding sale with two or three other persons. They further contend that the petitioner had colluded with the main accused i.e. Sukhraj Singh, to cheat the complainant in the present case.

5. I have heard learned counsel for the parties and perused the record.

6. In the present case, it is apparent that the petitioner was only acting as a property dealer in the entire deal and there is no defect, so far as the title of the seller is concerned. Even there is no dispute with regard to the identity of the seller. The only allegations in the present case is that an agreement was executed between the complainant and Sukhraj Singh and later on, Sukhraj Singh, co-accused had sold the property to some other person. Moreover, it is apparent that the case is based on some agreement to sell, which is admittedly with the complainant in the present case. Thus, in the considered opinion of this Court, the custodial interrogation of the petitioner may not be required.

7. Consequently, the present petition is allowed and the petitioner is granted concession of anticipatory bail, subject to the conditions as provided

under Sections 482 (2) of the B.N.S.S. It will be open for the Investigating Officer to call the petitioner to join the investigation, if so required, by issuing a written notice in this regard and he shall abide by the conditions mentioned in Section 482 (2) of the B.N.S.S.

06.09.2024
hitesh

(N.S.SHEKHAWAT)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No