



CRM-M-45092-2024

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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH
CRM-M-45092-2024
Date of decision: 26th September, 2024

Japinder Singh

Versus

State of Punjab

...Petitioner

...Respondent

CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA

Present: Mr. Armaan Gagneja, Advocate for the petitioner.
Mr. A.S. Samra, AAG, Punjab.

MANISHA BATRA, J (ORAL):-

The present petition has been filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (for short ‘BNSS’) seeking anticipatory bail in the FIR mentioned below:-

FIR No.	Dated	Police Station	Sections
153	13.08.2024	Sadar Sri Muktsar Sahib, District Sri Muktsar Sahib	420/120-B of IPC, 1860

2. Adumbrated facts as emanating from the record are that the petitioner-accused entered into an agreement to sell 26 kanals 3 marlas of land situated at village Balamgarh, District Muktsar Sahib with the complainant on 08.04.2024 at the rate of Rs. 22,25,000/- per killa. A written agreement was executed between the parties. An amount of Rs. 15,00,000/- were given through cheque to the petitioner and an amount of Rs. 3,00,000/- was paid in cash. The sale deed was agreed to be executed on 02.07.2024.



This transaction was done through co-accused Kuldeep Singh, a property dealer/broker who was paid a sum of Rs. 3,00,000/- by the complainant. The petitioner failed to appear for execution and registration of sale deed on the date so fixed in the agreement and kept on putting of the request made by the complainant for that purpose, on one pretext or the other. In the meanwhile, the complainant came to know that the petitioner had already executed an agreement to sell the same land to one Balwinder Singh and had also received an amount of Rs. 24,00,000/- as earnest money from him. Alleging that while fully knowing that the agreement to sell his property had already been executed by the petitioner in favour of the above named Balwinder Singh but still he executed agreement in favour of the complainant, therefore, it was apparent that the petitioner had done so with an intent to cheat the complainant, the complainant prayed for taking action against the petitioner. After registration of FIR, investigation proceedings have been initiated and are underway. Apprehending his arrest, present petitioner had moved an application for grant of pre-arrest bail before the learned Additional Sessions Judge, Sri Muktsar Sahib, which was dismissed vide order dated 02.09.2024.

3. The present petition has been filed by the petitioner on the grounds and it is argued by his counsel that he has been falsely implicated in this case. Infact, in the month of April, 2024, he took loan from the complainant as his children were to be sent abroad. However, half of the loan amount had been returned by him. He had never executed any agreement to sell his property in favour of the complainant or with any



Balwinder Singh. A false story has been concocted by the complainant to frame him. The allegations even if accepted to be correct on the face of record, make out a civil dispute and have been given criminal colour. The complainant has not produced any material on record to prove that any agreement to sell was executed by the petitioner in favour of any other person or the above named Balwinder as alleged by him. Custodial interrogation of the petitioner is not required. He is ready to join the investigation. He does not have any criminal antecedents. Therefore, it is argued that the petition deserves to be allowed.

4. It will be relevant to mention here that on request of both the parties, the matter had been sent to Mediation and Conciliation Centre but no settlement could be arrived at between the parties.

5. It is argued by learned State counsel assisted by learned counsel for respondent No.2-complainant that there are specific and serious allegations against the petitioner who while fully knowing that he had already executed an agreement in favour of one Balwinder Singh and even after receiving earnest money from the said Balwinder Singh entered into an agreement to the sell the same property in favour of the complainant and also received an amount of Rs. 18,00,000/- as earnest money. His intention was dishonest since the very beginning. The dispute between the parties cannot be stated to be of civil nature alone. Custodial interrogation of the petitioner is required for conducting thorough investigation in the matter. Therefore, it is argued that the petition does not deserve to be allowed.

6. I have heard learned counsel for the petitioner as well as learned



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State counsel at considerable length and have gone through the record carefully.

7. The petitioner is alleged to have entered into an agreement to sell his property in favour of the complainant in April, 2024 and qua the same property, he is alleged to have executed another agreement in favour of family of Balwinder Singh in the month of March, 2024. Keeping in view the nature of the allegations as levelled against the petitioner, in my considered opinion, his custodial interrogation is required for the purpose of conducting proper and thorough investigation in the matter. Moreso, no such exceptional or extra ordinary circumstances warranting exercise of the powers for grant of anticipatory bail by this Court are existing. As such, I am of the considered opinion that the petition does not deserve to be allowed. Accordingly, the same is dismissed.

8. It is, however, clarified that the observations made hereinabove shall not be construed as an expression of opinion on the merits of the case.

9. Since the main petition has been dismissed, pending application, if any, is rendered infructuous.

[MANISHA BATRA]
JUDGE

26th September, 2024

Parveen Sharma

1. *Whether speaking/ reasoned*
2. *Whether reportable*

: *Yes / No*
: *Yes / No*