



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-45250-2024
DECIDED ON: 12.09.2024

MANDEEP KAUR
.....PETITIONER

VERSUS

STATE OF PUNJAB
.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. P. S. Dhaliwal, Advocate
for the petitioner.

Mr. Jaspal Singh Guru, AAG, Punjab.

SANDEEP MOUDGIL, J (ORAL)

1. Relief sought

The jurisdiction of this Court has been invoked under Section 482 BNSS, 2023 for grant of anticipatory bail to the petitioner in FIR No.109, dated 17.08.2024, under Sections 406, 420, 120-B IPC, registered at Police Station City Samana, District Patiala.

2. Prosecution story setup in the present case as per the version in the FIR as under:-

“Complaint No.2622/OP dated 14.08.2024 on behalf of Dilbagh Sigh son of Hazoor Singh resident of Aggarwal Colony, Samana aged about 60 years Mobile No.9417036352 against Baljinder Singh son of late Mohan Singh, Mandeep Kaur wife of late Mohan Singh residents of Dharti Colony, Samana, Rajwinder Kaur daughter of late Mohan Singh wife of Swaran Singh near Gurmail ARRA standard chowk Handiaya, Districg Barnala under Section 406, 420, 120-B of IPC received

through SSP. Sahib Patiala for registration of case. Subject of which is as under:- To SSP Sahib Patiala, District Patiala. Sub: For taking action against Baljinder Singh son of Mohan Singh (2) Mandeep Kaur wife of Mohan Singh r/o Dharti Niwas Samana, Tehsil Samana, District PATiala, (3) Rajwinder Kaur wife of Swaran Singh r/o Standard Chowk Handiaya. I Dilbag Singh son of Hazoor Singh is resident of Aggarwal Colony, Samana and retired from Army. I made an agreement to purchase the property bearing Khewat/Khatoni No.769/268, Khasra No.26//20 (4-17) measuring 4 Kanal 17 Marla 5/97th share measuring 5 Marla in lieu of Rs.50 lacs situated in the area of Malkana, Tehsil Samana, District Patiala. On 04.04.2024 I gave an amount of Rs.25 lacs as earnest money at the time of making the agreement. In which the land measuring 15/18 which is adjoining was also agreed to be given to me. (3) That in the above accused Baljinder Singh was owner of 3-3/4/97 share and remaining share is of Mohan Singh i.e. 1-1/4/97 share father of the accused No.2 and husband of accused No.2. At the time of agreement dated 04.04.2024 accused No.1 and 2 said to us that Mohan Singh has since been expired and accused No.1 and 2 are the heirs. Irrespective of this there is no other heirs of Mohan Singh. I was ready to execute the sale deed immediately but accused No.1 and 2 asked us after executing the mutation of land of Mohan Singh and Mohan Singh has also taken loan on the above said land after clearing that the sale deed will be executed on 20.05.2024. They said that for clearing the loan minimum Rs.25 lacs is required. I gave the same to accused No.1 and 2 as earnest money. (4) That on dated 20.05.2024, I with the remaining amount went to the Tehsil Complex Samana and also taken the new Jamabandi then I came to know that still there is entry of loan of the bank in the name of Mohan Singh in the jamabandi and accused No.1 and 2

did not come present for executing the sale deed at Tehsil Complex Samana. On this I presented my application alongwith affidavit before the Sub Registrar Samana and got marked my presence. (5) That after this I sent the legal notice to accused No.1 and 2 through my counsel that after clearing the loan and sanctioning the mutation, the sale deed be executed in my favour within seven days according to agreement. But accused No.1 and 2 inspite of receipt of the legal notice neither cleared the loan on property mentioned in the agreement neither got sanctioned the mutation in their names. Neither executed the sale deed and now they have refused to get the sale deed executed. (6) That there was a malafide intention of the accused from earlier and they with intention to cheat me made an agreement and received Rs.25 lacs and now refused to get the sale deed executed because accused No.1 to 3 in connivance with each other cheated me and I came to know about the accused No.3 when the accused No.3 filed civil suit against me before the Hon'ble Court at Samana in which I received the summons and then I came to know that there is another heir of Mohan Singh i.e. Rajwinder Kaur. Accused No.1 and 2 by keeping me in cheating made an agreement dated 04.04.2024 and received Rs.25 lacs and accused No.3 is also with them because she is giving the full help to accused No.1 and 2. And the accused persons has the intention to cheat me from that date. (7) That accordingly above accused in connivance with each other cheated me and embezzled my Rs.25 lacs. So it is therefore respectfully prayed that by giving the application that after registering the criminal case against above persons strict legal action be taken and directed them to execute the sale in my favour. I shall be highly obliged. Submitted by Dilbag Singh s/o Hazoor singhi r/o Aggarwal Colony Samana, Tehsil Samana, District Patiala. Mobile No.9417436352.”

3. **Contention**

On behalf of the petitioner

Learned counsel for the petitioner contends that the dispute involved in the instant case is of civil nature but has been given the colour of criminal nature only to pressurize the other party. He further contends that the petitioner is not involved in any other case, meaning thereby, she is not a habitual offender. It has been asserted on behalf of the petitioner that her co-accused, namely, Rajwinder Kaur has been granted the concession of anticipatory bail by this Court vide order dated 06.09.2024 passed in CRM-M-44226-2024.

On behalf of the State

Learned State Counsel appearing on advance notice, opposes the prayer for grant of anticipatory bail by urging that the petitioner in connivance with each other got filed a civil suit from Rajwinder Kaur after receiving earnest money of Rs.25 lacs and they have now wrongly come up with a case that Rs.42 lacs was to be paid to Rajwinder Kaur.

4. **Analysis**

Be that as it may, considering the fact that the co-accused, namely, Rajwinder Kaur has been granted the concession of anticipatory bail by this Court vide order dated 06.09.2024 passed in CRM-M-44226-2024; the dispute involved in the instant petition is of civil nature but has given the criminal colour; the petitioner is not involved in any other case, as has been averred by learned counsel for the petitioner.

5. **Decision**

In the light of above, the petitioner is directed to be released on anticipatory bail subject to her joining investigation with the Investigating

Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to his satisfaction. The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS, which are reproduced below:-

‘When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such directions in the light of the facts of the particular case, as it may think fit, including-

- (i) a condition that the person shall make himself available for interrogation by a police officer as and when required;*
- (ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;*
- (iii) a condition that the person shall not leave India without the previous permission of the Court;*
- (iv) such other condition as may be imposed under sub-section (3) of section 480, as if the bail were granted under that section.’*

However, it is made clear that in case the petitioner does not comply with the aforesaid direction of joining the investigation within one week, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

12.09.2024
Poonam Negi

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>