

288 IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-45591-2024
Date of decision: 26th September, 2024

Kuldeep Singh

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA

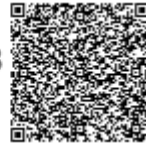
Present: Mr. K.B.S. Mann, Advocate for the petitioner.
Mr. A.S. Samra, AAG, Punjab.
Mr. B.S. Aulakh, Advocate for the complainant.

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:-

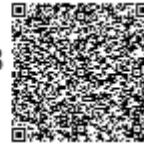
FIR No.	Dated	Police Station	Sections
153	13.08.2024	Sadar Sri Muktsar Sahib, District Sri Muktsar Sahib	420/120-B of IPC, 1860

2. Adumbrated facts as emanating from the record are that the co-accused- Japinder Singh 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 co-accused 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 petitioner-Kuldeep Singh, a property dealer/broker who was paid a sum of Rs. 3,00,000/- by the complainant. The co-accused 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 co-accused Japinder Singh 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 co-accused in favour of the above named Balwinder Singh but still he executed agreement in favour of the complainant and therefore, it was apparent that the petitioner and co-accused had done so with an intent to cheat the complainant, he 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. It is submitted by learned counsel for the petitioner that he has been falsely implicated in this case. He was not a witness to the agreement to sell dated 08.04.2024 executed in favour of the complainant as alleged by



him. No money had been entrusted to him by the complainant. The dispute is purely of civil nature. The person in whose favour agreement to sell dated 06.03.2024 had been executed by co-accused Japinder has already filed a suit for specific performance of agreement to sell, which is pending. The petitioner is ready to join the investigation. His custodial interrogation is not required. No recovery is to be effected from him. Therefore, it is urged that he deserves to be extended benefit of pre-arrest bail.

4. Status report has been filed by the respondent-State, as per which, the accused Japinder Singh had entered into an agreement to sell with one Balwinder Singh on 06.03.2024. He had received earnest money to the tune of Rs. 14,00,000/- from the said Balwinder Singh but did not execute sale deed on the date fixed though this date was extended. During the subsistence of that agreement, the co-accused Japinder entered into an agreement to sell the same property with the complainant with dishonest intention and received a sum of Rs. 18,00,000/-. The allegations against the petitioner are that he had played a role as a broker to finalize the deal between the co-accused and complainant and was very much present at the time of payment. The petitioner was also the marginal witness to the previous agreement dated 06.03.2024 executed in favour of Balwinder Singh. Meaning thereby that he very well knew the factum of execution of earlier agreement and with an intention to cheat the complainant had still mediated in execution of another agreement qua the same property in favour of the complainant obviously with a view to dupe the complainant of huge amount of money. It is also submitted that he had received a sum of Rs.



3,00,000/- from the complainant as a broker. He had complete knowledge of agreement of sell executed in favour of Balwinder Singh. No extra ordinary or sparing circumstance has even otherwise been made out for the purpose of extending benefit of bail to the petitioner. His custodial interrogation is required for conducting thorough investigation in the matter. Therefore, it is argued that the petition does not deserve to be allowed.

5. I have heard learned counsel for the petitioner as well as learned State counsel at considerable length and have gone through the record carefully.

6. As per the allegations, the **co-accused-Japinder** had entered into an agreement to sell his property in favour of the complainant through the intervention of the present petitioner who is a broker by profession. This agreement was executed as on 08.04.2024. The petitioner had received cash amount of Rs. 3,00,000/- from the complainant. No sale deed was executed in favour of the complainant and it came to the knowledge of the complainant that the co-accused Japinder Singh had already entered into an agreement to sell the same property in favour of one Balwinder Singh and had also received earnest money from him. The petitioner is alleged to be a marginal witness of the said agreement and this fact has not even controverted by him in his petition so filed by him. It is therefore, apparent that the petitioner who is a broker, at the time of execution of agreement of sale in favour of the co-accused very well knew the about the fact that another agreement qua sale of the same property had already been executed by the co-accused. The allegations in the FIR *prima facie* make out a case of



active involvement and complicity of the petitioner with the co-accused in duping the complainant for a sum of Rs. 18,00,000/- and Rs. 3,00,000/- respectively with dishonest intention. Though it is asserted that the dispute is civil in nature, however, keeping in view the fact that there is *prima facie* case on record to show that the petitioner in connivance with the co-accused had intentionally induced the complainant to enter into an agreement with the co-accused and pay earnest money to the tune of Rs. 18,00,000/- to him and cash amount of Rs. 3,00,000/- to the petitioner, his custodial interrogation is required for conducting thorough investigation. Moreso, no such exceptional 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

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| 1. Whether speaking/ reasoned | : | Yes / No |
| 2. Whether reportable | : | Yes / No |