

GIAN SINGH

... Petitioner

Versus

STATE OF PUNJAB

... Respondent

CORAM:- HON'BLE MR. JUSTICE SANJIV BERRY

Present:- Mr. Sahil, Advocate for
Mr. Manuj Nagrath, Advocate, for the petitioner.

Mr. Adesh Pal Singh, AAG, Punjab.
Mr. Aayush Gupta, Advocate for the complainant.

SANJIV BERRY, J (ORAL)

By way of the present petition filed under Section 438 Cr.P.C the petitioner is praying for anticipatory bail in the event of arrest in FIR detailed as under (Annexure P-1):-

FIR No.	Dated	Sections	Police Station
07	12.01.2022	420, 120-B IPC	PAU, District Ludhiana

2. Brief facts of the case are that a complaint dated 03.08.2021 was moved by Ajay Pal Sharma, Director, M/s ZX Traders Private Limited stating that his firm is dealing in Real Estate and the company struck a deal for purchase of 15 kanal 02 marlas of land situated in village Ayali Khurd with Gian Singh, present petitioner and an agreement was executed on 10.08.2017 and the sale deed was to be executed on 20.08.2020 which was



extended to 30.09.2020. The possession of the land was given to the complainant company with the liberty to develop the colony. Accordingly, the colony was developed with huge expenditure by the company. One Jai Inder Pal, who was one of the Director of present Company in connivance with Gian Singh petitioner directly sold number of plots on different dates to Bhavna Gupta, Shaveta Gupta, Bajarang Bansal, Harish Kumar Dua, Dolly Rani and Sumit etc. It is alleged a huge amount of money (₹4,93,00,000/-) was paid to the petitioner Gian Singh by the Company. On filing of complaint, police inquired the matter and found substance in the complaint, thus FIR was registered against the petitioner and Inder Pal Singh.

3. Learned counsel for the petitioner *inter alia* contends that the petitioner is innocent and has been falsely implicated in this case. He submits that the petitioner is the owner of land and possession of the same was handed over to the complainant Company, over which a colony was carved out and developed by the company. He submits that the sole grievance of the complainant is that few plots were sold to other persons by the petitioner who have no role in the company of the complainant. He submits that the dispute is basically civil in nature and the petitioner is ready to join the investigation and as such he prays for grant of concession of anticipatory bail to the petitioner.

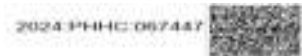
4. *Per contra*, learned State counsel referring to the reply dated 09.01.2024 has opposed the bail application by arguing that the petitioner has actively participated in the transactions whereby he had sold some of the



plots in connivance with the co-accused to third parties despite the fact that he had also received huge amount in the sale of the land to the complainant Company and even the possession thereof has already delivered to the complainant Company for the purpose of development of colony at that place. He submitted that the petitioner has intentionally cheated the complainant Company and amassed huge amount by selling the property to third party as mentioned in the complaint and as such he prays for dismissal of the petition.

5. After hearing the respective submissions and perusing the record, it is not disputed that vide agreement dated 10.08.2017 the petitioner had agreed to sell the land in question to the complainant Company and the sale deed was to be executed up to 30.09.2020. The amount of ₹4,93,00,000/- was paid to the petitioner as earnest money. The possession of the property was given to the complainant Company who drafted the plan and carved out colony, there by, levelling the land and allocated the plot numbers. Thereafter, the petitioner in connivance with the co-accused had sold some of the plots to third party vide sale deed dated 12.02.2021 and 23.06.2020 and 12.02.2021, despite knowledge of the agreement and even the co-accused Jai Inder Pal being one of the Director in the Company was aware of such agreement. The petitioner therefore, has committed fraud with the complainant.

6. Considering the serious allegations against the petitioner and also the gravity of the offence, no case is made out in favour of the petitioner for grant of anticipatory bail. Accordingly, finding no merit in the present petition, the same is hereby dismissed.



7. Any observation made above shall not be construed as opinion of this Court on the merits of the case.

(SANJIV BERRY)
JUDGE

13.05.2024

Gyan

i)	Whether speaking/reasoned?	Yes/No
ii)	Whether reportable?	Yes/No

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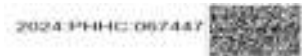
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