



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CRM-M-24000-2024

Date of Decision:11.02.2025

Rajpreet Kaur

...Petitioner

Vs.

State of Punjab and Anr.

...Respondents

Coram : **Hon'ble Mr. Justice N.S.Shekhawat**

Present : Mr. J.S Mundi, Advocate
for the petitioner.

Mr. I.P.S Sabharwal, DAG, Punjab.

Mr. Harsh Aggarwal, Advocate
for the complainant.

N.S.Shekhawat J. (Oral)

1. The petitioner has filed the present petition under Section 438 of Cr.P.C with a prayer to grant anticipatory bail to her in FIR No.40, dated 30.03.2024, registered under Sections 420,467,468,471 of IPC, at Police Station Baghapurana, District Moga (Annexure P-1).

2. The FIR in the present case was registered on the basis of the statement made by Surjit Singh son of Major Singh and the same has been reproduced below:-

*“To, The Worthy Senior Superintendent of Police (Moga).
Subject: Application against Rajwinder Singh son of Harjinder Singh son of Niranjan Singh, resident of Village Samadh Bhai, Tehsil Baghapurana, District Moga, as he despite having executed agreement with someone to sell his land situated in Village Samadh Bhai, executed agreement to sell with the applicant with regard to the same land with an intention to commit cheating and fraud and*

*with a malafide intention and for usurping Rs. 83,50,000/- received deceitfully as earnest money. Sir, It is humbly submitted that the applicant is a peace loving person and is a law abiding person. He is into the work of Commission Agent ('Aarhti). That on dated 21.06.2022, the above Rajwinder Singh entered into deal to sell the land in his ownership and in his possession i.e. land measuring 18 acres comprised in Mustill (Rect.) No. 102// 3(8 + 0) 4(8 + 0) 5(8-0), 6(8-0), 7(8 + 0) 8(8-0), 13(8-0), 14(8 + 0) 15(8 + 0) 10(8 + 0) 11(8-0), 12(8-0), Mustill (Rect.) No. 103// 10(8 + 0) 11/2 * (7 - 19) 20/1 * (7 - 3) Khewat No. 554, 120 and Mustill (Rect.) No. 102//1/1(1-12), 1/2 * (6 - 8) 2(8-0), 9/1 * (0 - 12) Mustill (Rect.) No. 102//9/2/1(4-0), Khewat No. 137, Khewat No. 230, situated in Village Samadh Bhai-2, Tehsil Baghapurana, District Moga, alongwith all rights, @ Rs. 19 lakhs per killa (Acre) and on the same day, agreement dated 21.06.2022 was executed in favour of applicant and Rajwinder Singh had obtained an amount of Rs. 38,00,000/- in cash, in the presence of witnesses, out of which Rs. 33,00,000/- were received in cash and the remaining Rs. 5,00,000/- were received via cheque. After receiving the above said amount, the above stated Rajwinder Singh, after reading, hearing the entire agreement appended his signatures in the presence of witnesses and applicant, and the witnesses also appended their respective signatures on the agreement dated 21.06.2022. It is worthwhile to mention here that as per the agreement dated 21.06.2022, the date for registration of sale deed was fixed as 05.06.2023 and it was also agreed that the applicant can get the sale deed registered prior to 05.06.2023 as and when he would desire. Thereafter, on dated 25.07.2022, the above stated Rajwinder Singh received Rs. 10,00,000/- from the applicant, in the presence of witnesses; and on dated 30.07.2022, the above Rajwinder Singh received Rs.2,50,000/- from the applicant. On dated 02.08.2022, the above Rajwinder Singh, in the presence of witnesses, received Rs. 13,00,000/- from the applicant and on dated 06.08.2022, the above Rajwinder Singh, in the presence of*

witnesses, received Rs. 20,00,000/- from the applicant in cash and in the said regard, at the back of the agreement, writings were executed with regard to the receipt of the above stated amounts in the presence of witnesses and Rajwinder Singh had appended his signatures upon the said writings, and the witnesses also appended their respective signatures as witness thereof. In this manner, the above Rajwinder Singh received total Rs. 83,50,000/- from the applicant in cash. Now, when the Applicant, while carrying the remaining amount, requested the above Rajwinder Singh, to get the sale deed executed in respect of the above land in favour of applicant; then the above Rajwinder Singh started delaying the same. That now, the Applicant has come to know that the above Rajwinder Singh has entered into agreement with regard to the above land, with Rajdeep Bhangu son of Amarjit Singh son of Bhag Singh resident of Village liyali Kalan on dated 12.05.2022. Copy of agreement dated 12.05.2022 is attached. By virtue of the said agreement, the above Rajiwnder Singh has also received Rs. 40,00,000/- from the above Rajdeep Bhangu. In this manner, Rajwinder Singh, despite already having executed agreement with regard to the above land, executed agreement of the same land with the applicant by committing cheating with the applicant and with an intention to usurp money from the applicant; and received Rs. 83,50,000/- from the applicant; but now, when enquiry was made from the above Rajwinder Singh about the earlier executed agreement, he started giving threats and hurling abuses and he flatly refused the applicant to get the sale deed registered. Therefore, it is prayed that requisite legal action be taken against the accused and justice may kindly be imparted to the applicant. Sd/- Surjit Singh son of Major Singh resident of Village Ghal Kalan District Moga”.

3. Learned counsel for the petitioner contends that as per the allegations levelled by the complainant, the land in dispute was owned by Rajwinder Singh,

husband of the petitioner and was allegedly sold by Balwinder Singh, real brother of the petitioner by impersonating Rajwinder Singh. Learned counsel further contends that the petitioner was neither the signatory to the agreement to sell nor she had received even a single penny from the complainant in the present case. In fact, she has been falsely involved as unfortunately, she happens to be real sister of Balwinder Singh. Still further, Balwinder Singh has already been arrested in the present case. Learned counsel for the petitioner further contends that the petitioner has joined the investigation.

4. Learned State counsel also submits that the petitioner has joined the investigation and is no longer required for further investigation.

5. In view of the above statement made by learned counsel for the parties, the interim order dated 22.05.2024 is made absolute. The petitioner shall continue to join the investigation, as and when called by the Investigating Officer. The petitioner shall also abide by the conditions as specified under Section 482 (2) of B.N.S.S/438(2) of Cr.P.C.

11.02.2025
hitesh

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

(N.S.SHEKHAWAT)
JUDGE