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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of decision: 25.03.2025

(i) CRM-M-48012-2024

Sunita ...Petitioner

vs.

State of Punjab ...Respondent

(ii) CRM-M-49988-2024

Gurmail Singh ...Petitioner

vs.

State of Punjab ...Respondent

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

Present : Mr. Pardhuman Garg, Advocate
for the petitioner(s) in both petitions.

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

Mr. V.G.Jauhar, Advocate
for the complainant.

N.S.Shekhawat J.(oral)

1. This order shall dispose off above-said two petitions i.e. CRM-M-48012-2024, titled as Sunita Vs. State of Punjab and CRM-M-49988-2024 titled as Gurmail Singh Vs. State of Punjab, whereby the petitioners have prayed for grant of anticipatory bail to them in case FIR No.0191 dated 23.08.2024 registered under Section 420, 406, 120-B of IPC, at Police Station City Sangrur, District Sangrur.

2. The FIR in the present case was registered on the basis of the



statement made by Rishav Sardana son of Harbhajan Singh and the same has been reproduced below:-

“Order No. PGD-ID-410606 of Hon'ble SSP Sangrur complaint through Rishav Sardana son of Harbhajan Singh, resident of Indira Colony, Street No. 2, Sangrur against Gurmail Singh son of Hamir Singh and Sunita wife of Gurmail Singh, resident of near Rakesh Grocery Store, Village Khambra, District Jalandhar presently residing at Village Mangwal under section 420,406, 120B IPC was received through post for the registration the case. Its contents are as follows," To, Hon'ble S.S.P. Sangrur, complaint for taking legal action against 1) Gurmail Singh son of Hamir Singh 2) Sunita wife of Gurmail Singh son of Hamir Singh, resident of Village Rajgarh Basti, Sohian Road, Opposite Flour Mill, Sangrur, District Sangrur M-8054283670. Respected Sir, the complaint is as under: - 1) That accused Gurmail Singh son of Hamir Singh had executed agreement of land measuring 872 square yards on the spot measuring 1 Kanal 9.1/15 Marla in favor of the complainant. This agreement was made on the basis of GPA No. 1180 dated 18.11.2021. The agreement to sell was executed by the accused Gurmail Singh in consideration of Rs. 3, 50, 000/- from the complainant to confirm the deal and extended the period of registration to 17.4.2022. It is pertinent to mention here that the owner of 1 kanal 9.1/15 marla was Harwinder Kaur, Manjit Kaur, Goldy daughters of Pratap Singh and Harjit Singh son of Inderjit Kaur daughter of Pratap Singh. After the agreement to sell on 16.12.2021 Gurmail Singh, with the bad intention to usurp the rights of the complainant, executed the registry of this place on the basis of GPA through wasika no. 2021-12/128/1/4043 dated 07.02.2022 in name of his wife Sunita Rani, whereas the agreement to sell dated 16.12.2021 was executed in favour of the complainant by Gurmail Singh and also obtained



Rs. 3, 50, 000/- at the time of agreement to sell from the complainant. 2) That the complainant asked Gurmail Singh to get the registration done on the basis of the agreement to sell dated 16.12.2021, but on perusing the fard, it was found that the GPA No. 1180 dated 18.11.2021 issued by Gurmail Singh was not in his name and was in the name of his wife through wasika and his mutation recorded as disputed. 3) That the accused Gurmail Singh got the registration in the name of his wife with the intention of usurping the complainant's money after making the agreement to sell dated 16.12.2021 so that the complainant did not get the registration based on the agreement to sell dated 16.12.2021. 4) That Gurmail Singh and his wife Sunita Rani in connivance with each other extorted an amount of Rs. 3,50,000/- from the complainant with the intention of usurping his money and executed the agreement to sell through wasika by Gurmail Singh in favor of his wife Sunita Rani. 5) That it has also been found that Gurmail Singh has also cheated Manjit Kaur and others who are the original owner of the land, on the basis of GPA No. 1180 dated 18.11.2021, because by obtaining a power of attorney from them, transferred the land in favor of his wife and before that has usurped Rs. 3,50,000/- by entering into an agreement with myself / complainant. Therefore, by submitting the complaint, it is requested that appropriate legal action be taken against the said accused based on the above facts and let justice be given to the complainant. Date - Complainant:- Sd/- Rishav Sardana.”

3. Learned counsel for the petitioners contends that the dispute in the present case is of civil nature and has been wrongly given the colour of a criminal offence by the complainant. Even, the non-performance of an agreement to sell by itself does not amount to cheating and breach of trust. The



complainant in the present case, at the most, could file a civil suit seeking the relief of specific performance of agreement to sell. However, instead of filing a civil suit, he got the FIR registered by concocting a false story. Learned counsel further contends that the ingredients of the offence under Section 406 and 420 of IPC are completely missing in the peculiar facts and circumstances of the present case.

4. On the other hand, learned State counsel, assisted by learned counsel for the complainant have vehemently opposed the submissions made by learned counsel for the petitioners on the ground that the petitioners, who are husband and wife, have cheated the complainant in the present case to the tune of Rs.3.50 lacs. Still further, on 19.12.2024, the petitioners had made a statement before this Court that they were ready and willing to return the money as well as to get the sale deed executed in favour of the complainant and the complainant may choose any option out of both the offers made by the petitioners. Now, the petitioners have resiled from the said statement and their conduct before this Court has also dis-entitled them to any relief.

5. I have heard learned counsel for the parties and perused the record.

6. In the present case, Gurmail Singh (petitioner in CRM-M-49988-2024) had executed an agreement to sell dated 16.12.2021 regarding the property in question in favour of the complainant for a consideration of Rs.3.50 lacs and the last date for execution of the sale deed was fixed to be 17.04.2022. However, instead of executing the sale deed in favour of the complainant, Gurmail Singh (petitioner in CRM-M-49988-2024) had executed the sale deed in favour of his wife Sunita (Petitioner in CRM-M-48012-2024) on 07.02.2022, just to defeat the rights of the complainant. Thereafter, when the complainant



came to know about the sale deed, he contacted the petitioners again and again an agreement to sell was executed by Sunita (Petitioner in CRM-M-48012-2024) in favour of the complainant on 31.03.2022. This clearly shows that the petitioners had the intention to cheat the complainant from the very inception and failed to get a sale deed executed in favour of the complainant in the present case. Even during the course of hearing before this Court, the petitioners had assured to return the money of the complainant and had also agreed to get the sale deed executed in favour of the complainant. However, the petitioners are not ready to honour their commitment, and their conduct lacks bona fides.

7. Thus, keeping in view the gravity of the matter, the petitioners are not entitled to the discretionary relief of anticipatory bail in the present case, and the present petitions are dismissed, accordingly.

25.03.2025
hemlata

(N.S.SHEKHAWAT)
JUDGE

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