



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

201

CRM-M-63853-2024 (O&M)
Date of Decision:- 28.04.2025

PREM CHAND SINGLA

....Petitioner(s)

Versus

STATE OF PUNJAB

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE SANJIV BERRY

Present : Mr. G.S. Dhot, Advocate for the petitioners.
Mr. Rajinder Singh Bhatta, DAG Punjab.
Mr. Chetan Bansal, Advocate for the complainant.

SANJIV BERRY, J. (ORAL)

By way of present petition filed under Section 482 Bharatiya
Nagarik Suraksha Sanhita, 2023, petitioner seeks anticipatory bail in case
FIR (Annexure P-1) as under:

FIR No.	Dated	Sections	Police Station
34	10.05.2024	406 and 420 IPC	Dhakoli, District SAS Nagar (Mohali)

2. It is *inter alia* contended by learned counsel for the petitioner
that the petitioner is innocent and has been falsely implicated in the case. He
contends that the petitioner had given the power of attorney to one Surinder
Kumar, which was later cancelled by him on 05.09.2011 vide Annexure
P-10. The petitioner has no concern whatsoever with any transaction done



by said Surinder Kumar with the complainant. He contends that the petitioner had given the allotment letter of the flat to the complainant on the basis of the agreement to sell (Annexure P-3), which, however, was not complied with by the complainant party, due to which the allotment was withdrawn. He further contends that the dispute at the most attracts civil remedy and the petitioner is ready to join investigation and has prayed for grant of anticipatory bail to the petitioner.

3. *Per contra*, learned State counsel assisted by learned counsel for the complainant, while referring to the reply filed by the State has assailed these arguments by contending that the petitioner after giving allotment of the flat to the complainant, later sold it to one Mukesh Kumar, vide sale deed dated 12.08.2018, hereby has blatantly cheated the complainant party. They contend that the alleged agreement to sell dated 17.06.2011 (Annexure P-3) has nothing to do with the allotment of the flat to the complainant vide of share certificate/allotment letter dated 30.05.2011, which was valid transfer. They contend that the petitioner had no right to withdraw the same or transfer the said flat already allotted to the complainant to said Mukesh Kumar vide subsequent sale deed dated 12.08.2018, hence, prayed for dismissal of the bail petition.

4. After considering the rival contentions and perusing the record, it transpires that as per the allegations levelled in the FIR, the complainant had purchased the flat number 218 Ground Floor from the petitioner for ₹16,00,000 regarding which the petitioner had issued one share certificate/ Allotment Letter (Annexure P-5) dated 30.05.2011 in favour of the



complainant. The petitioner had given the power of attorney dated 14.06.2011 qua three flats to one Surinder Kumar including the flat in question and the said attorney had executed and registered the sale deed of the flat in question in favour of the complainant on 04.09.2015. However, the petitioner with *mala fide* intention to defraud the complainant had again sold the said flat to Mukesh Kumar vide sale deed dated 12.08.2018 and delivered its possession to him, leading to registration of the present case.

5. The perusal of the record transpires that there is no dispute regarding the allotment dated 30.05.2011 of the flat in question to the complainant by the petitioner vide allotment letter duly signed by the petitioner (Annexure P-5). So far as sale deed dated 04.09.2015 is concerned, although the petitioner has claimed that the power of attorney given to Surinder Kumar had been revoked vide Annexure P-10 dated 05.09.2011, the fact remains that the said attorney had got the sale deed dated 04.09.2015 executed in favour of the complainant. The petitioner has put in the version that vide agreement (Annexure P-3), there was the sale of some land to be executed by the complainant party and in lieu thereof three flats were to be given to them, but as the complainant party did not comply with the agreement (Annexure P-3), as such the allotment of the flat was withdrawn from the complainant and the same was sold to Mukesh Kumar vide sale deed dated 12.08.2018.

6. A perusal of this agreement would show that there is no mention about any such transfer therein nor does it mention anywhere that the flat in question No.218 Ground Floor, being the party of said agreement



so as to bind the complainant party with the terms and condition of the said agreement in any manner. Moreover, once the allotment of the flat vide Annexure P-5 dated 30.05.2011, duly signed by the petitioner is not disputed, then the petitioner was bound by it and had no right to transfer the flat again to Mukesh Kumar by executing another sale deed. The act and conduct of the petitioner would reveal that he has acted malafidely and with a view to fraud and cheat the complainant party and get undue benefit by transferring a flat already allotted to the complainant to one Mukesh Kumar.

7. Therefore, considering the act and conduct of the petitioner, it is observed that no case is made out in favour of the petitioner for grant of anticipatory bail, as a consequence, the petition is hereby dismissed.

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

(SANJIV BERRY)
JUDGE

28.04.2025

S.Sharma(syr)

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