

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

CRM-M-36314-2021 (O&M)
Date of Decision:- 30.9.2021

Gurwinder Singh

... Petitioner

Versus

State of Punjab

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. C.M.Munjal, Advocate for the petitioner.

Mr. A.P.S.Gill, DAG, Punjab
assisted by ASI Karamjit Singh.

(proceedings conducted through video conferencing)

GURVINDER SINGH GILL, J.

1. The petitioner seeks grant of anticipatory bail in a case registered vide FIR No.59 dated 27.6.2021 under Sections 420/120-B IPC at Police Station Cantt Ferozepur, District Ferozepur
2. The FIR was lodged at the instance of Amarpal Singh wherein it is alleged that Gurwinder Singh and Sukhwinder Singh had developed a colony at village Satiyewala near Ferozepur. It is alleged that on 20.6.2016, Gurwinder Singh entered into an agreement for sale of a plot measuring 8 marlas to the complainant in the said colony. It is further alleged that on 24.1.2017, Gurwinder Singh through his partner Sukhwinder Singh executed a sale deed in favour of complainant's wife namely Ms. Nirmal Kaur. However, on 24.11.2020 when the complainant went to the office of halqa patwari for the purpose of getting mutation sanctioned in respect of

the plot sold to his wife by Gurwinder Singh, he was informed by the patwari that as per record there is no land in the name of Gurwinder Singh or Sukhwinder Singh and consequently, mutation could not be sanctioned.

3. The learned counsel for the petitioner has submitted that the petitioner has falsely been implicated in the instant case and that in any case even as per the FIR, the sale deed in question is alleged to have been executed by co-accused Sukhwinder Singh, who purported to act on behalf of the petitioner and that as such, no liability can be fastened upon the petitioner. The learned counsel has further submitted that in any case, it is a case of purely a civil liability and that the instant FIR has been lodged simply to pressurize the petitioner. The learned counsel has further submitted that infact the land in question had been purchased by the petitioner from Jasbir Kaur on the basis of an agreement to sell and that a formal sale deed had not been executed. It has been submitted that as per the said agreement executed by Jasbir Kaur and others on 14.6.2016 (Annexure P-2), the petitioner was competent to get the sale deed executed, either in his name or in the name of anybody else and it was on the strength of the said agreement that the petitioner executed the agreement in question in favour of the complainant. It has further been submitted that after execution of the agreement dated 20.6.2016 (Annexure P-3) in favour of the complainant, the complainant was to pay another amount of ₹ 3 lacs on 5.9.2016 but the same not having been paid, the sale deed was not executed in favour of the complainant. It has further been submitted that the complainant never made any effort for getting the sale deed executed and never filed any civil suit and consequently, the earnest money stood forfeited. It has been submitted that it is co-accused Sukhwinder Singh, who can be held liable for having executed the sale-deed

on his behalf without his knowledge and that he cannot be held liable for his acts.

4. On the other hand, the learned State counsel has submitted that it is a case where both the accused i.e. petitioner Gurwinder Singh and Sukhwinder Singh are real brothers and are hand-in-gloves with each other and indulged in illegal colonization and that in the instant case they have cheated the complainant by executing a sale deed in respect of the land in which they did not have any right.
5. I have considered rival submissions addressed before this Court.
6. The petitioner cannot claim any benefit by stating that the sale deed in question has been executed by Sukhwinder Singh on his behalf as Sukhwinder Singh is none else but his real brother. The contention of the petitioner that he had right to sell the property in question as there was an agreement in his favour from the original owner Jasbir Kaur would not be of much advantage to the petitioner inasmuch as it is a case where sale deed has actually been executed in favour of the complainant not by Jasbir Kaur but by the petitioner through his brother and both of them were equally into colonization. In these circumstances, no special case for grant of anticipatory bail is made out.
7. The petition is sans merit and is hereby dismissed.

30.9.2021

kamal

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No