

**IN THE COURT OF KAWALJIT SINGH
ADDITIONAL SESSIONS JUDGE, TARN TARAN.
(UID Number PB0155)**

Case Type	BA
Filing Number	5194/2021 Filing Date: 18.10.2021
Registration Number	2966/2021 Date of Registration: 19.10.2021
CNR Number	PBTT010066892021
Date of Order	01.11.2021

Chamkaurprit Singh, aged about 34 years, son of Ranjeet Singh, resident of village Pandori Ran Singh, District Tarn Taran, Punjab.

...Applicant/Accused

Versus

State of Punjab

...Respondent

FIR No.128 dated 12.10.2021
Under Sections 420, 120-B IPC
Police Station Jhabal

Bail application under Section 438 of Cr.P.C.

Present: Shri Amanbir Singh Dhillon, Advocate for the applicant
Ms. Ramneet Kaur, Additional P. P. for the State

ORDER

Applicant has filed the instant bail application under Section 438 of Cr.P.C. seeking anticipatory bail in the above noted case.

2. The present case FIR has been registered on the basis of written complaint filed by complainant Sukhdev Singh. He stated that accused Ranjit Singh entered into an agreement to sell his land measuring 12 Kanal situated in village Pandori at the rate of Rs.20,00,000/- per acre and received Rs.16,00,000/- as an earnest money . Complainant also had paid the outstanding loan amount Rs.2,35,000/- to Oriental Bank of Commerce Tarn Taran, which was against this land. With the consent of both parties and on asking of both, the accused he purchased stamp papers of the value of Rs.39,100/- and on 05.03.2019 Deed Writer also typed sale deed on these stamp papers. Ranjit also signed on the typed sale deed but did not appear before Sub-Registrar Jhabal for registration of the sale deed. Ranjit Singh before executing the sale deed in favour of complainant has transferred the land in his blood relation i.e. his son

namely Chamkaurprit Singh by executing sale deed dated 10.07.2019. In this manner accused Ranjit Singh and his son Chamkaurprit Singh have cheated the complainant to the tune of Rs. 18,35,000/-.

3. It is argued by the learned counsel for the applicant/accused that the applicant has got nothing to do with the agreement to sell as being alleged by the complainant. The applicant is not even signatory to the alleged agreement to sell. It is submitted that even the complainant has not alleged if the applicant was in knowledge of alleged agreement to sell executed between him and the father Ranjeet Singh of the applicant. It is submitted that in fact complainant was required to pay the remainder of the sale consideration of Rs. 11,65,000/-. The father of the applicant performed his part of the contract by signing the typed sale deed but on account of the failure of complainant to arrange and pay the balance sale consideration, that the father of the applicant did not appear before Sub-Registrar to execute and get the sale deed registered in favour of complainant and rightly he did so. It is argued that the father of the complainant kept on waiting for about four months for the complainant to pay the balance of sale consideration and to execute and get the sale deed registered to the complainant but it is only on account of inability of complainant to pay the balance consideration, that the father of the applicant transferred the land in question to the applicant. So, even father of the applicant also never had any malafide intention as alleged by the complainant. It is submitted that it is a clear cut case of civil liability, which has been given the colour of a criminal case. Even till date complainant has not filed any civil suit of specific performance, which further shows that even as of now the complainant is not having the balance of the sale consideration amount. It is submitted that nothing is to be recovered from the applicant as nothing was paid to the applicant

either. Custodial interrogation is not required and applicant is ready to join the investigation. Learned counsel has placed reliance upon cases cited as S.V.L. Murthy Versus State Rep. by CBI, Hyderabad 2009 (3) R.C.R. (Criminal) 696, Madan Lal and another Versus State of Haryana and another 2012 (3) R.C.R. (Criminal) 643, and All Cargo Movers (I) Pvt. Ltd. & Ors. Vs. Dhanesh Badarmal Jain & Anr., 2008 (1) Criminal Court Cases 683 (SC).

4. I have heard the learned counsels for the parties. From the perusal of the contents of the FIR and the allegations made therein and the subsequent inquiry conducted by senior police officer, it comes that the present case securely falls within the jurisdiction of civil court as it is a merely a case of breach of a contract. During the inquiry it has come out that earlier also the complainant and Ranjeet Singh had entered into an agreement to sell dated 11.04.2016 for sale of 8 Kanal of land and the date fixed for execution of sale deed was fixed for 30.12.2016 and earnest money of Rs.12,50,000/- was received by Ranjeet Singh. Later on the date for execution and registration of the land was extended up to 30.12.2016 and then the same was extended as a loan amount was outstanding on the land and then it was extended to 15.11.2018. Thereafter that earlier agreement to sell was cancelled by both the parties and this time the land measuring 12 Kanal was agreed to be sold after receipt of Rs.2,70,000/- more and date fixed for the registration of the land was fixed for 25.10.2019. At the time of cancellation of the earlier agreement to sell the land and at the time of execution of new agreement to sell said Ranjeet Singh fairly conceded the receipt of the earlier amounts advanced to him. This shows that the Ranjeet Singh never had any malafide intention otherwise already have received hefty amount, under the previous amount would not enter into the fresh agreement amount and acknowledge the

part remain of earnest money. It also is admitted fact by the complainant that out of the consent of both the parties he purchased the stamp papers and Ranjit Singh even signed on that typed sale deed. But nowhere complainant is alleging if the balance of sale consideration was available with him on that day or even subsequently till 10.07.2019 so Ranjeet Singh declined to execute the sale deed and to get it registered. Ranjit Singh waited for about four months for complainant to pay to him the balanced sale consideration amount and ultimately on failure of the complainant that after four months Ranjit Singh sold the land to applicant son. No suit for specific performance has been filed by the complainant even till date. Entire circumstances enumerated above shows that matter falls within the jurisdiction of the civil court and the cases cited by the learned counsel for the applicant and law laid down there in is fully applicable to the facts of this case. Further, in **Suresh vs Mahadevappa Shivappa Danannava and another, 2005 (2) R.C.R. (Criminal) 29**, also Hon'ble Supreme Court quashed the complaint case wherein the allegations of cheating were made by the complainant against the petitioner on the ground that accused had executed an agreement to sell her house but backed out. Hon'ble Supreme Court held that it is dispute of civil nature and there was no allegation that accused had fraudulent or dishonest intention at the time of making promise. Applicant otherwise has no concern with the agreement to sell or is even signatory to that and also no amount was paid or received by the applicant either. Custodial interrogation of the applicant does not appear to be imminent as nothing is recovered from him. As such, without commenting anything upon the merits of the case and in order to facilitate the fair investigation, applicant is directed to join the investigation on or before 08.11.2021 and co-operate with the same and in the event of his arrest, he be released on

interim bail to the satisfaction of Investigating Officer/Arresting Officer on the following conditions:

- 1) That applicant shall appear before learned Investigating Officer as and when called upon him.
- 2) That the applicant shall not leave India without the prior permission of the court.
- 3) That the applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case, so as to dissuade from disclosing such facts to the court, during trial.

Adjourned to 08.11.2021 for awaiting report from concerned Police station as to whether applicant has joined the investigation or not? However, it is made here clear that observation made herein above shall not be construed as an expression on the merits of the main case.

Announced: 01.11.2021

**Kawaljit Singh,
Additional Sessions Judge,
Tarn Taran.
(UID Number PB0155)**

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