

**IN THE COURT OF SH.B.B.S.TEJI,
SESSIONS JUDGE, BARNALA.**
(U.I.D.No.PB0084)

CNR No.PBBR01-003084-2023
CIS No.BA/1005/2023
Date of Order : 01.09.2023

Gurprem Singh son of Sudagar Singh resident of village Cheema, District Barnala.

...Applicant/accused

Versus

State of Punjab

Application for bail U/s.438 of Code of Criminal Procedure

FIR No.121 dated 05.08.2023
Police Station : Barnala.
Under Sections : 420,120-B of IPC

Present: Sh.J.S. Dhillon Advocate counsel for applicant/accused
Mrs.Sukhraj Kaur Addl.Public Prosecutor for State.
Sh.Iqbal Singh Advocate counsel for complainant.

ORDER

1. This application for pre-arrest bail U/s.438 of CrPC is moved, in above noted FIR on behalf of the applicant.
2. Heard, learned counsel for applicant and Ld.Addl.Public Prosecutor for State assisted by Ld.counsel for complainant and record perused.
3. As per case of prosecution, instant FIR was registered on the complaint moved by Jaspreet Kaur wife of Baljit Singh on the allegations that complainant was having the family relations with Gurtej Singh and Swaraj Singh. That Dalvir Singh husband of the complainant obtained

Rs.4,00,000/- on 11.01.2020 and being security, he had consented or mortgaging his 8 kanal land, however, Gurpreet Singh got scribed agreement to sell regarding the said 8 kanals of land for sum of Rs.8,00,000/- per acre by showing Rs.4,00,000/- being the earnest money and same was got done in connivance with witnesses Gurtej Singh and Swaraj Singh after paying Rs.4,00,000/- to Dalvir Singh and date for registration of the sale deed was fixed as 11.01.2023 i.e. after 3 years of scribing the agreement to sell. That at the time of scribing the alleged agreement, stamp paper worth Rs.500/- each bearing no.K269508, K269506, K269507, K269509 were purchased by Dalvir Singh husband of the complainant from Inderjit Singh, Deed Writer, out of which the agreement was scribed on stamp paper bearing no.K269508, K269506, K269507 on 11.01.2020 whereas on the blank stamp paper no.K269509, it was shown that Dalvir Singh received further sum of Rs. 2,00,000/- from Gurpreet Singh and date for registration of sale deed was extended on 01.11.2020. Complainant alleged that no agreement to sell was ever executed, rather land was mortgaged being security of the amount. This application was inquired into and present FIR was registered.

4. Learned counsel for applicant has contended that the applicant has been falsely implicated in the present FIR. That civil litigation is pending between the parties and no offence U/s.420/120B IPC is made out against the applicant. That present FIR has been got lodged just to put pressure on the applicant to withdraw the civil suit filed on the basis of

agreement to sell. That written statement has also been filed by husband of the complainant, but no allegations as alleged in the FIR are there in the same. That nothing is to be recovered from the applicant and further applicant is ready to join the investigation.

5. On the other hand, learned Addl.Public Prosecutor assisted by counsel for the complainant has contended that the allegations are serious in nature and FIR has been registered after the inquiry. That even the amount received by the husband of the complainant has also been returned to the applicant and agreement to sell has been prepared by playing fraud upon the complainant.

6. After considering the above, there are specific allegations that applicant has forged the agreement to sell in question and applicant is allegedly beneficiary of the said alleged agreement to sell. The investigation is still going on, keeping in view the nature of allegations against the applicant, no ground is made out for discretionary relief of bail U/s.438 CrPC to applicant. Accordingly, instant application for pre-arrest bail is hereby dismissed. Bail papers be consigned to record room.

Announced.

Dated:01.09.2023

J.Sharma/JW-I

(B.B.S.Teji)

Sessions Judge, Barnala
(PB0084)