

CRM-M-62264-2023

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Date of decision: 30.01.2024

(1) CRM-M-62264-2023 (O & M)

Shiv Kumar Petitioner

V/s

State of Punjab ...Respondent

(2) CRM-M-2977-2024 (O & M)

Sarabjit Kaur Petitioner

V/s

State of Punjab ...Respondent

CORAM: HON’BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. N.S. Sodhi, Advocate,
for the petitioner(s) in both the cases.

Mr. Kirat Singh Sidhu, DAG, Punjab.

JASJIT SINGH BEDI, J. (Oral)

This order shall dispose of two criminal miscellaneous petitions
i.e. CRM-M-62264-2023 and CRM-M-2977-2024 as they arise out of the
same FIR.

2. The petitioner-Shiv Kumar (in CRM-M-62264-2023) and the
petitioner-Sarabjit Kaur (in CRM-M-2977-2024) seek the grant of
anticipatory bail under Section 438 Cr.P.C. in case bearing FIR No.137 dated
21.11.2023 under Sections 448, 420, 465, 468, 471 and 120-B IPC

registered at Police Station City Nakodar, District Jalandhar.

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3. For the sake of convenience, the facts are being taken from the petition bearing No. CRM-M-62264-2023.

4. The complaint at the instance of the complainant-Bikram Singh, the Power of Attorney of the NRI owner of the property, namely, Piara Singh and the enquiry report culminating in the FIR read as under:-

“To The Senior Supdt. of Police, (Rural) Jalandhar Sub: Complaint against :- (i) Sarbjit Kaur wife of Karanjit resident of Mehatpur road, Bangar Niwas, Mohalla Ravidasspura, Nakodar, Distt JALANDHAR. (ii) Shiv Kumar son of Murari Lal resident of New Adarsh Nagar, Nurmahal Road, Nakodar. (iii) stamp vendor Surinder Singh of Jalandhar who sold the stamp paper no. 0003605621 dated 3.6.2023 of Rs.2000/- for the execution of alleged agreement to sell dated 3.6.2023. (iv) Deed writer/computer operator who typed the alleged agreement to sell dated 3.6.2023 allegedly at the instance of applicant Bikram Singh, the name of the said deed writer will be disclosed by accused no. 1 and 2 who got scribed/prepared the alleged agreement to sell dated 3.6.2023. (v) Witness Mohan Singh son of Kartar Singh r/o Mohalla Kalian, Nakodar and other witness to the alleged agreement to sell dated 3-6-2023. For preparing and forging and fabricating the alleged agreement to sell dated 3.6.2023 on behalf of the applicant Bikram Singh as attorney of Piara Singh son of Bishan Singh R/o village Gurrehe Tehsil Nakodar who is NRI and owner of the building involved in the alleged agreement dt. 3.6.2023 and further taking illegally and forcibly by breaking open the lock of possession of the property of NRI Piara Singh mentioned in the alleged agreement to sell, bearing house no. 3830 situated in

the abadi of Mohalla Ravidaspura, Nakodar and further using the said alleged agreement in the court proceedings in civil suit no. 350/2023 titled as Sarbjit Kaur Vs. Bikram Singh and others which is pending in the court of Ms. Ekta Sahota, Add. Civil Judge, Nakodar, for registering the FIR after enquiry under Section 420/458/465/467/468/474/120-B IPC against the accused. Sir, It is submitted as under: 1. That Sh. Piara Singh son of Bishan Singh R/o village Gurreha Tehsil Nakodar and presently residing at 12, LYNDHURST ROAD, WEST BROMWICH B71 3JF, UK and applicant Bikram Singh is attorney said Piara Singh. Both Piara Singh and Bikram Singh are closely related and both are NRIs and now Piara Singh is of very old aged person and residing in the UK. 2. That Piara Singh abovesaid owned residential house/kothi (double storied building) bearing house no. 3830 situated in the abadi of Mohalla Ravidasspura, Nakodar. 3. That the accused no. 2 Shiv Kumar had friendly relations with Piara Singh when Piara Singh was in India. And applicant used to meet with accused no.2 at the instance of Piara Singh. The Accused no.1 has illicit relations with accused no.2. On 17.2.2010 the husband of accused no.1 Sarbjit Kaur suddenly visited the house and he found both accused no.1 and 2 in a compromising position in his bedroom. The accused Shiv Kumar caused injury to her husband Karanjit Singh. Lateron Karanjit Singh, husband of the accused no. 1 Sarabjit Kaur filed divorce petition in the court of Additional Distt. Judge, Jalandhar by Impleading accused no. 2 as party in that divorce petition on 12.5.2010 and same was allowed vide order dt. 7.1.2016 by the court of Sh. Vinod Kumar Goyal Add. Distt. Judge, Jalandhar, photocopy of said Judgement is attached. Now the accused no.1 is divorced wife of Karanjit Singh. 4. That in order to continue to their

illegal illicit relations, accused no. 1 and 2 hatched up a conspiracy and accused no.1 took the first floor portion of the house bearing no.3830, Mohalla Ravidasspura, Nakodar on rent from Piara Singh at a rate of Rs.2000/- per month in December, 2010. That house was delivered on rent to accused no.1 by Piara Singh at the pursuance of Shiv Kumar accused no.2. But lateron accused no. 1 failed to pay the rent since January, 2011 till date as agreed by the accused no. 1. Then in the year 2016 Piara Singh and his wife Malkiat Kaur (who has since died now), filed ejectment petition against accused no.1 bearing Ejectment petition no. 3/2016 on 15.3.2016 which was allowed on 8.3.2017 by the court of Sh. H.S. Bajwa, Rent Controller Nakodar and lateron Sarabjit Kaur filed an appeal against ejectment order dt. 8.3.2017 which was dismissed by the court of Sh Shatin Goyal, Add. Distt, Judge cum Appellate Authority, Jalandhar vide order dated 12-7-2019. It is pertinent to mention here that before the abovesaid ejectment application, accused no.1 Sarabjit Kaur filed a civil suit against Piara Singh and his wife Malkiat Kaur and Kulwinder Singh which was dismissed by the court of Sh. Ravinder Singh Rana, PCS, Civil Judge, Nakodar vide order dated 1.11.2017. 5. That after Ejectment order dated 8.3.2017 there exists no relationship of landlord and tenant. Piara Singh filed an execution application against the accused no.1 for obtaining the possession of his property in the court of Ms. Rajbinder Kaur, Rent controller, Nakodar. The Warrant officer went to the property of Piara Singh mentioned above in order to deliver possession with the help of police from accused no.1 and same was delivered on 12.03.2023 by the Warrant Officer. 6. That during the process of execution of the order Sarabjit Kaur, accused no.1 filed a civil suit against Sandeep Singh Gill who

was attorney of Piara Singh who later on obtained possession of the property mentioned in the alleged agreement. The application for stay in the abovesaid suit was dismissed by the court of Dr. Jublee, Civil Judge, Nakodar and that suit is still pending. This is the long litigation story in obtaining the possession of house no. 3830 by the owner Piara Singh from accused no. 1. So the question of enter into an agreement to sell the said property to accused no. 1 through the attorney of Piara Singh i.e. applicant does not arise. 7. That after taking the possession of the building in question, Sandeep Singh Gill son of Varinder Singh who was attorney of Piara Singh went abroad and in the absence of Piara Singh and the applicant i.e. Bikram Singh, the accused no.1 and 2 illegally and forcibly took the possession of the house in question of Piara Singh. 8. That the Applicant being attorney of Piara Singh has not executed the alleged agreement dated 6/3/2023 in favour of accused no.1. It is worth mentioning here that the alleged agreement might have been prepared by all the accused in connivance of each other in a deep rooted criminal conspiracy in order to grab the property of Piara Singh who is NRI. The applicant neither purchased stamp paper over which the alleged agreement to sell has been executed nor gave any dictation to the alleged scribe/deed writer/computer operator who scribed the alleged agreement nor signed by the applicant of alleged agreement nor the applicant ever received Rs. 7,00,000/- of earnest money from accused no.1 as mentioned in alleged agreement to sell dated 3.6.2023 nor the applicant gave the possession of the property in question to accused no. 1. All this act was done by the accused in a deep rooted conspiracy. Further more the witness to the alleged agreement are not known to the applicant. All the accused prepared the alleged agreement to sell dated 3.6.2023

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in a deep rooted conspiracy and prepared the forged and fabricated document i.e. alleged agreement to sell and used the said agreement in filing the civil suit titled as Sarbjit Kaur Vs. Bikram Singh and others in order to grab the property of NRI Piara Singh. 9. Hence it is prayed that an enquiry from the Senior police officials may be please be ordered to be conducted in order to find the deep rooted conspiracy in preparing the alleged agreement to sell dated 3.6.2023 and a case be registered against all the accused, under Section 420/458/465/467/468/474/120-B IPC, so that the culprits may be brought to the books and punished according to law and justice be given to the applicant, in the interest of justice. Submitted by, SD/- Bikram Singh son of Charan singh R/o village Chitti, Tehsil & Distt. Jalandhar and attorney of Piara Singh son of Bishan Singh NRI (99880-51506) Dated 14.8.2023”.

“SSP Sahib Jalandhar Rural marked the application to Deputy Suptdt. Of Police, Special Crime, Jalandhar (Rural) for investigation which was investigated by the Deputy Superintendent of Police, Crime, Jalandhar who wrote in his investigation report that during investigation, from the perusal of the statements of the complainant, witnesses and related documents, it is found that the complainant-Bikram Singh, s/o Charan Singh, r/o village Chitti, P.S. Lambra, Tehsil and District Jalandhar is General Power of Attorney of Piara Singh s/o Bishan Singh, r/o village Gurrah, Tehsil Nakodar, P.S. Sadar, Nakodar, District Jalandhar Hall, (England). One of the residence of Piara Singh is situated at Kothi (double storey) H.No. 3830, Mohalla Ravidaspura, Mehatpura Road, Nakodar. In the month of December 2010, answering party Sarabjit Kaur, taken a rented accommodation in the abovesaid Kothi’s first

floor on the rent of Rs.2000/- per month due to domestic violence with her husband Karanjit Singh. But after some time, she stopped paying the rent and in the year 2014, Sarabjit Kaur filed a civil suit for permanent injunction against the owner in the Hon'ble Court at Nakodar and thereafter, the owner of this Kothi, namely, Piara Singh and his wife Malkiat Kaur also instituted a case against Sarabjit Kaur in the year 2016 in the Hon'ble Court at Nakodar, on which eviction order was passed against Sarabjit Kaur to evict the abovesaid kothi on 08.03.2017 by the Hon'ble Court of Sh. Hasandeep Singh Bajwa, Rent Controller, Nakodar and the civil suit filed by Sarabjit Kaur in the year 2014, was dismissed on 01.11.2017 by the Court of Sh. Ravinder Singh Rana, Civil Judge, Nakodar. Then, Sarabjit Kaur filed an appeal in the Sessions Court against the order dated 08.03.2017 passed by the Court of Sh. Hassandeep Singh Bajwa, Rent Controller, Nakodar, which was dismissed on 12.07.2019 by the Hon'ble Court of Sh. Satin Goel, Appeallate Authority Jalandhar (NRI Court) and vide order dated 01.03.2023 passed by the Hon'ble Court of Smt. Rajbinder Kaur, JMIC-CJJD, Nakodar issued Dakhal (Entry) Warrants with respect to the kothi in favour of the person authorized by the owner Piara Singh. In compliance of the same, the police protection was obtained by Tarsem Singh, Baliff and Balkar Singh, Ballet from Police Station City Nakodar and by which after completing the formalities, the belongings of Sarabjit Kaur which was lying in the first floor were taken out and the possession of the first floor of the kothi was handed over to the General Power of Attorney of Piara Singh, namely, Sandeep Singh s/o Barinder Singh, r/o Gurraha, Tehsil Nakodar, District Jalandhar Hall, (Canada) and on spot on the asking of Baliff, the General Power of Attorney Sandeep

Singh told that they are already in possession of the Ground Floor of the kothi. Sandeep Singh (GPOA) locked the main gate of the kothi with his lock after he got the possession of whole kothi in the presence of Baliff. After the compliance of Dakhal (Entry) warrant of Hon'ble Court, on the statement of Sandeep Singh (GPOA) regarding the same, the case was disposed of by the Hon'ble Court. Thereafter, after few days, the answering Sarabjit Kaur again took the possession of the abovesaid kothi and started living in the said kothi and filed a case regarding registry of the abovesaid kothi before the Court of Smt. Baljinder Kaur, ACJ (SD), and this kothi was in rakba 9 marlas, 1/2 sarai, E-stamp No.IN-PB-06444102325646V (RD 0003605621), on the basis of agreement dated 03.06.2023 from the abovesaid (complainant) Bikram Singh on behalf of answering Sarabjit Kaur. Regarding which during investigation, the following facts came into the light (i) as per the statement of Sarabjit Kaur recorded during investigation, cases were pending between her and her husband Karanjit Singh regarding domestic violence since 2010. Due to which, for staying separately, she took a rented accommodation of this kothi in the year 2010 from Piara Singh (owner) and since then she is in possession of the whole kothi. On 12.03.2023, the Baliff appointed by the Hon'ble Court with the help of police handed over the possession to Sandeep Singh and on that night, she stayed in that kothi and she is living consistently but as per the statements of main officer of P.S. City Nakodar, Inspector Sukhdev Singh, No.89/Jalandhar and witnesses came from the side of the complainant-Bikram Singh and as per the report of Baliff Sandeep Singh (GPOA) took the possession of the kothi at the spot and locked the main gate of the kothi with his lock from which it is clear that Sarabjit Kaur by breaking the lock

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took the possession of the kothi which was locked by Sandeep Singh (GPOA) of the owner Piara Singh. Besides this, it is also important to mention here that the Aadhar Card of Sarabjit Kaur No. 315748454609 was also made on the address of this kothi whereas she came here to live in this kothi as a tenant. (ii) As per the contents of agreement dated 03.06.2023, the sale was fixed between Bikram Singh and Sarabjit Kaur for a sum of Rs.14,90,000/-. Out of which, Rs.7,00,000/- was paid by the answering Sarabjit Kaur to Bikram Singh in the presence of the witnesses and the date for execution of the registry was fixed for 02.11.2023. As per the statement recorded by Sarabjit Kaur, an oral agreement was made between her and Bikram Singh in May, 2023 regarding the sale of this kothi for a sum of Rs.14,90,000/- and regarding which a written agreement was executed on 03.06.2023 at the Tehsil Complex Jalandhar, which was prepared by Bikram Singh and an amount of Rs.7,00,000/- were paid to Bikram Singh in the presence of witnesses by sitting in the car of Bikram Singh and out of this amount, Rs.3,00,000/- she arranged from her side, Rs.2,00,000/- were obtained from her brother Charandeep Singh and Rs.2,00,000/- were obtained from her aunt Rajinder Kaur, r/o Ludhiana, but no proof/witness regarding is produced. Besides this, Bikram Singh handed over the keys of the first floor of the kothi to her on the spot whereas as per the complainant Bikram Singh, he has not executed any agreement with Sarabjit Kaur. Besides this, as per the witness of the agreement Mohan Singh, the abovesaid agreement was executed in the Tehsil Nakodar. Thereafter, he returned to his house after putting his signatures on the agreement in the car and he is not aware about the amount paid by Sarabjit Kaur. As per the second witness to this agreement, Jaranil Singh

Lambardar, due to his weak eye-sight, he cannot read but only by guessing, he knows to put signatures. Because the daughter of abovesaid Mohan Singh is married in his neighbourhood, he knows him for the last 2/3 years. In the month of June/July 2023, on one evening, Mohan Singh including Sarabjit Kaur and Shiv Ram and one more person came to his house, who told him that Sarabjit Kaur is known to him, on the documents of his children, the witness of Lambardar is required. Usually, he was drunken at that time and he came under the influence of Mohan Singh, he had signed but neither he was known to Bikram Singh nor any agreement was executed in his presence.

3. To enquire about the buyer of E-Stamp No.IN-PB06444102325646V (RD 0003605621) with regard to the agreement, Stamp Vendor Surinder Kumar, Licence No.59/97, E-stamping No.ACC7090704, near New Courts, Jalandhar was joined in and his statement was recorded and the record produced by him was taken into possession. As per his statement and record, an entry bearing No.8467 with regard to the E-stamp number is entered in the register and the same was purchased by entering the name of Bikram Singh and his mobile No.9988051506. But no record/id was produced by the E-Stamp Vendor who had purchased the E-stamp paper physically.

4. During investigation, the call detail report (CDR) was obtained and perused regarding the phone numbers provided by the complainant Bikram Singh, mobile No.99880-51506, mobile number provided by answering Sarabjit Kaur mobile No.62847-51661, the mobile number provided by the witness of agreement Mohan Singh mobile No.97790-20034 and the mobile number provided by the person mentioned in the complaint answering Shiv Kumar mobile No.78376-34670. From the perusal thereof it is found that the location of the

mobile number of Bikram Singh from 01.06.2023 time 12:49:50 p.m. to dated 04.06.2023 time 10:24:44 am is of his village Chitti, PS Lambra. From which it is clear that he had not come to Jalandhar on 03.06.2023. Therefore, it is not physically possible for him either to buy the abovesaid E-stamp or to execute the agreement whereas the location of mobile numbers of Sarabjit Kaur, Mohan Singh and Shiv Kumar dated 03.06.2023 time 1:30 p.m to about 5:00 p.m is of the Courts at Jalandhar and on this day, they have spoken to each other many a times. From which it is clear that on dated 03.06.2023 all these three have visited the Courts at Jalandhar. 5. In fact, the original written agreement is of the answering Sarabjit Kaur and the original copy of the agreement is attached with the case filed in the Court of Smt. Ekta Sahota, PCS, ACJ (SD), Nakodar. It is apparent to mention here that the applicant got the possession of the kothi after litigating for many years in different different Hon'ble Courts. Therefore, it is not possible that after obtaining the possession of the kothi, the applicant Bikram Singh will enter into an agreement with the answering Sarabjit Kaur. Because, if that applicant party had to sell the kothi to Sarabjit Kaur, then, they would not have litigated for such a long time. Besides this, this kothi falls in the jurisdiction of Tehsil Nakodar, and there was no need to go to the Tehsil at Jalandhar for execution of the agreement in this regard.

Conclusion report:- As per the perusal of the enquiry conduct so far, it is clear that as per the order of the Hon'ble Court, the Balliff delivered the possession of the house to Sandeep Singh GPOA of Piara Singh, Sarabjit Kaur after breaking opened the locks of the kothi entered therein and took its possession. Thereafter, with an intention to grab the kothi of Piara Singh (NRI), she in connivance with Shiv kumar s/o Murari Lal r/o

New Adarsh Nagar, Shanker Road Nakodar, and Mohan Singh s/o Kartar Singh, r/o H.No. 2730/3439 Ward No. 14, Mohalla Kalian Nakodar, PS City Nakodar, District Jalandhar executed a forged agreement to sell, filed the suit before the Hon'ble court of Smt Ekta Sahota PCS ACJ (SD) Nakodar for execution of the registry of the kothi bearing suit No. CS-350-23 prior to the date fixed for the execution of the registry i.e. 2.11.23. Whereas Sarabjit Kaur has no authority/right to live/use the said kothi. In this way, according to the above, the offence are made out against them. As per the investigation conducted so far, no fact has come to light with regard to personal benefit of Jarnail Singh Nambardar son of Mohan Singh, resident of village Nurpur Chath against him in this case. The role of Surinder Kumar stamp vender in this case is doubtful. In this regard the investigation has to be considered and the original Agreement to sell dated 3-6-2023 which according to Sarabjit Kaur is pending in the Hon'ble Court Ms. Ekta PCS. ACJ (SD) at Nakodar but signatures of Bikram Singh will be verified by appropriate channel during investigation. If it is approved, the SHO PS City Nakodar be directed to lodge FIR u/s 448/420/465/468/471/120-B of IPC against 1.Sarbjit Kaur wife of Karanjit Singh resident of Mehtpur Road Bangar Niwas Mohalla Ravidaspura, Nakodar, 2. Shiv Kumar s/o Murari Lal resident of New Adarsh Nagar, Sankar Road, Nakodar and 3. Mohan Singh son of Kartar Singh resident house No. 2730/3439 Ward No. 14 Mohalla Kalian, Nakodar, Police Station City Nakodar District Jalandhar and to investigate. Sd/- DSP Special Crime, Jalandhar Rural dated 9.11.23. on which Hon'ble SSP Jalandhar Rural written that: SHO P.S City Nakodar To register the case and investigate Sd/- SSP Jalandhar dated 20.11.23, today on receipt of above said

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application along with inquiry report through post this FIR report under above said offence registered and original application along with inquiry report with computerized FIR handed over to ASI Rajinder pal P.S City Nakodar. Control Room is intimated on wireless message. Takmeel Rapt No.29 dated 21.11.23 at 05.30 PM”.

5. The learned counsel for the petitioners contends that the petitioners have been falsely implicated in the present case. The dispute, if any, is of a civil nature. The veracity of the agreement to sell dated 03.06.2023 shall be adjudicated upon during the course of civil proceedings. There is no opinion from any expert that the said document is a forged one. In fact, the petitioner-Sarabjit Kaur (petitioner in CRM-M-2977-2024) came into possession of the property on the basis of the agreement to sell dated 03.06.2023 after she had paid a sum of Rs.7,00,000/- to Bikram Singh in cash. He, therefore, contends that as the case was based on documentary evidence and the petitioners were ready and willing to join the investigation, no case for custodial interrogation was made out and they were entitled to the concession of anticipatory bail.

6. The learned counsel for the State, on the other hand, has filed separate relies dated 30.01.2024 by way of affidavit(s) of Kulwinder Singh, PPS, Deputy Superintendent of Police, Sub Division Nakodar, District Jalandhar (Rural) in each of the cases. The same are taken on record. While referring to the said replies/affidavits, he contends that as per record, after

Piara Singh, the owner of the property succeeded in getting Sarabjit Kaur

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evicted from his premises, the Warrant Officer had handed over the possession of the property on 12.03.2023. Once possession of the property had been given to the owner-Piara Singh after prolonged litigation, the question of an agreement to sell being executed by the complainant acting as a Power of Attorney of Piara Singh in favour of Sarabjit Kaur on 03.06.2023 does not arise. In fact, the petitioners who are in a live-in relationship did not produce any concrete evidence or document in respect of their claim of having paid Rs.7,00,000/- to Bikram Singh in cash at the time of signing the alleged agreement to sell dated 03.06.2023. The stamp vendor Surinder Singh produced the record pertaining to the sale of the Stamp Paper bearing No.IN-PB-06444102325646V on which the agreement dated 03.06.2023 was scribed. As per record, the said Stamp Paper was purchased in the name of Bikram Singh at Sr. No.8467 of the record register. However, only the name of Bikram Singh was written on the said register. Bikram Singh himself had denied having purchased the Stamp Paper in question. Even as per the call detail records of mobile No.9988051506 of Bikram Singh, he was present at the village Chitti, Lambra, District Jalandhar from 01.06.2023 to 04.06.2023 and did not come to the concerned Tehsil Complex, Jalandhar on 03.06.2023, the date on which the alleged agreement was executed. In fact, the petitioners in connivance with Mohan Singh, the witness to the alleged agreement, forged and fabricated the same. As the offence was *prima facie* established and the custodial interrogation of the

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petitioners was necessary to take the investigation to its logical conclusion, the petitioners were not entitled to the concession of pre-arrest bail.

7. I have heard the learned counsel for the parties.

8. The Hon'ble Supreme Court in the case of '***Sumitha Pradeep Vs. Arun Kumar C.K. & Anr. 2022(4) RCR (Criminal) 977***', has held that merely because custodial interrogation was not required by itself could not be a ground to grant anticipatory bail. The first and the foremost thing the Court hearing the anticipatory bail application is to consider is the prima facie case against the accused. The relevant extract of the judgment is reproduced hereinbelow:-

"It may be true, as pointed out by learned counsel appearing for Respondent No.1, that charge-sheet has already been filed. It will be unfair to presume on our part that the Investigating Officer does not require Respondent No.1 for custodial interrogation for the purpose of further investigation.

Be that as it may, even assuming it a case where Respondent No.1 is not required for custodial interrogation, we are satisfied that the High Court ought not to have granted discretionary relief of anticipatory bail.

We are dealing with a matter wherein the original complainant (appellant herein) has come before this Court praying that the anticipatory bail granted by the High Court to the accused should be cancelled. To put it in other words, the complainant says that the High Court wrongly exercised its discretion while granting anticipatory bail to the accused in a very serious crime like POCSO and, therefore, the order passed

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by the High Court granting anticipatory bail to the accused should be quashed and set aside. In many anticipatory bail matters, we have noticed one common argument being canvassed that no custodial interrogation is required and, therefore, anticipatory bail may be granted. There appears to be a serious misconception of law that if no case for custodial interrogation is made out by the prosecution, then that alone would be a good ground to grant anticipatory bail. Custodial interrogation can be one of the relevant aspects to be considered along with other grounds while deciding an application seeking anticipatory bail. There may be many cases in which the custodial interrogation of the accused may not be required, but that does not mean that the prima facie case against the accused should be ignored or overlooked and he should be granted anticipatory bail. The first and foremost thing that the court hearing an anticipatory bail application should consider is the prima facie case put up against the accused. Thereafter, the nature of the offence should be looked into along with the severity of the punishment. Custodial interrogation can be one of the grounds to decline custodial interrogation. However, even if custodial interrogation is not required or necessitated, by itself, cannot be a ground to grant anticipatory bail.”

9. A perusal of the enquiry report and the material on record would reveal that firstly, Piara Singh obtained possession of the property through a Warrant Officer on 12.03.2023. There is no justifiable reason for him to have entered into a subsequent agreement to sell dated 03.06.2023

with the same party with whom he was in litigation. Further, there is

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absolutely no evidence on record to substantiate the contents of the agreement to the effect that Rs.7,00,000/- had been paid in cash by the petitioners to Bikram Singh, the complainant and the Power of Attorney holder of Piara Singh, the owner of the property. In fact, Bikram Singh has specifically denied having purchased the Stamp Paper in question. Even the technical evidence of CDRs would show that Bikram Singh had never appeared in Tehsil Complex, Jalandhar where the agreement is shown to have been executed. Therefore, the offence stands *prima facie* established against the petitioners. I may hasten to add here that offences of this kind against NRIs are increasing day-by-day and must be nipped in the bud.

9. In view of the above discussion, I do not find any merit in the present petition. Therefore, the same stands dismissed.

10. However, it is made clear that the observations made in this order are only for the purpose of deciding this bail application and the Trial Court is free to adjudicate upon the matter on the basis of the evidence lead before it uninfluenced by any such observations made.

11. A photocopy of the order be placed on the file of the connected case.

January 30, 2024
sukhpreet

(JASJIT SINGH BEDI)
JUDGE

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