

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

CRM No.M-10506 of 2015

Date of decision : 01.04.2015

Mahavir Singh

.....Petitioner

versus

State of Punjab

.....Respondent

CORAM: HON'BLE MR.JUSTICE DARSHAN SINGH

Present: Mr.Shailendra Sharma, Advocate for the
petitioner.

DARSHAN SINGH, J

1. The present revision petition has been preferred by the petitioner/complainant against judgment dated 8.3.2013 passed by the learned Judicial Magistrate, 1st Class, Sangrur whereby respondent-Harmeet Singh has been acquitted
2. This petition has been filed by petitioner-Mahavir Singh for grant of the anticipatory bail in case FIR No.204 dated 27.6.2014 under Sections 420, 467, 468 & 471 IPC registered at Police Station City Sangrur.
3. As per the prosecution allegations, the present petitioner alleging himself to be the General Power of Attorney holder of Maharaja Satbir Singh executed an agreement dated 21.2.2012 for sale of land, measuring 64 kanals 12 marlas situated in Sangrur and received a sum of Rs.8,55,000/- as earnest money. Later on, it was found that Maharaja Satbir Singh has never executed any such Power of Attorney in the name

of the petitioner. On the basis of statement made by complainant-Vikas Garg, the present case was registered.

4. The application of the petitioner for grant of anticipatory bail has been dismissed by the learned Additional Sessions Judge, Sangrur. Hence, this petition before this Court.

5. I have heard Sh.Shailendra Sharma, Advocate, learned counsel for the petitioner and have perused the paper book.

6. Learned counsel for the petitioner contended that the petitioner never alleged himself as the Power of Attorney of Maharaja Satbir Singh in fact he is the Power of Attorney of Maharani Inderjit Kaur. He further contended that there is absolutely no documentary evidence to establish that any agreement was executed by the petitioner for the sale of the property of Maharaja Satbir Singh or that the petitioner has received any earnest money. He has been falsely implicated in this case. He is ready to join investigation. No recovery is to be effected from the possession of the petitioner. So, he deserves the concession of anticipatory bail.

7. I have duly considered the aforesaid contentions.

8. It is settled principle of law that the anticipatory bail is an extraordinary privilege which can only be granted in exceptional cases. In the instant case, there are categorical and specific allegations against the present petitioner that he entered into an agreement to sell dated 21.2.2012 for the sale of the land measuring 64 kanals 12 marlas belonging to Maharaja Satbir Singh claiming himself to be his Power of Attorney and received a sum of Rs.8,55,000/- as earnest money. The plea raised by the learned counsel for the petitioner that no such agreement was executed by the petitioner has no substance because in the statement of Vikas Garg, the complainant, on the basis of which the FIR

has been registered, the execution of said agreement has been categorically mentioned. Even this fact is mentioned that when Mahavir Singh received Rs.5,55,000/- on 18.9.2012, an entry was made on the back side of the agreement and the said receipt was duly signed by the petitioner in the presence of the witnesses. The petitioner has not been able to place on record any material to show that he was being falsely implicated. Thus, in view of the categorical allegation against the petitioner of extorting a sum of Rs.8,55,000/- from the complainant falsely claiming himself to be the Power of Attorney of Maharaja Satbir Singh, the petitioner has not been able to make out the exceptional case to claim the extraordinary privilege of the anticipatory bail.

9. Thus, keeping in view my aforesaid discussion, the present petition has no merits and the same is hereby dismissed.

April 01, 2015

ps

(DARSHAN SINGH)

JUDGE