

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

CRM-M-14599 of 2015
Date of Decision: 25.05.2015

Babu Ram Arora

....Petitioner

Versus

State of Punjab and others

...Respondents

CORAM: HON'BLE MRS. JUSTICE SNEH PRASHAR

Present: Mr. D.K. Bhatti, Advocate
for the petitioner.

Mr. Ashish Sanghi, DAG, Punjab.

Ms. Upasana Dhawan, Advocate
for respondent No.4/complainant.

SNEH PRASHAR, J. (Oral)

1. The present petition has been filed under Section 438 of the Code of Criminal Procedure (Cr.P.C.) for grant of concession of anticipatory bail to the petitioner in case First Information Report No.92 dated 04.06.2014 under Sections 419, 420 and 120-B of the Indian Penal Code (for short 'IPC) registered at Police Station Navi Biradari, District Jalandhar.

2. The accusation against the petitioner was that he inconnivance with his family members, by playing fraud, had got an agreement to sell executed with the complainant with regard to a plot situated in New Kalgidhar Avenue, village Mithapur, Jalandhar. The agreement of sale was executed by one Jasbir Singh s/o Harnam Singh

known to the petitioner. The earnest money of Rs. 5 lacs as well as the subsequent payment of Rs. 9,80,000/- was received by the petitioner. Later on, the complainant came to know that the plot was in the name of wife of B. R. Arora namely Ashu Arora, who had taken huge loan from the bank for mortgaging the plot. He also came to know that Jasbir Singh in whose name allegedly Ashu Arora had executed an agreement to sell was a fictitious person. Based on that fake agreement to sell, some person representing as Jasbir Singh, at the instance of B.R. Arora executed the agreement to sell in his favour.

3. Heard the Submissions made by Mr. D.K. Bhatti, Advocate representing the petitioner; Mr. Ashish Sanghi, DAG, Punjab representing the State and Ms. Upasana Dhawan, Advocate representing respondent No.4-complainant.

4. It was submitted on behalf of the petitioner that he had signed on the agreement of sale in favour of the complainant only as an attesting witness. He was a property dealer by profession and in that capacity had witnessed the execution of agreement of sale by Jasbir Singh in favour of the complainant. Since Gagandeep Dhull in whose favour the agreement of sale had been executed was not interested to purchase the plot, the transaction was cancelled and the amount of Rs.5 lacs paid as earnest money were returned. Using some blank cheques executed by the petitioner in favour of the complainant, the instant case was got registered by him.

5. On the other hand, learned State counsel prayed for

dismissal of the present petition. He submitted that the wife of the petitioner was owner of the plot in respect of which the agreement to sell was executed by one Jasbir Singh in favour of the complainant and the petitioner was an attesting witness on the said agreement. It is apparent from this said fact that the petitioner had knowingly and intentionally cheated the complainant. Learned State counsel also submitted that with regard to the same case property another case bearing First Information Report No.347 dated 06.12.2013 under Sections 420 and 406 of the Indian Penal Code also stands registered against the petitioner and his family members at Police Station Sadar, Jalandhar. The agreement of sale executed in that case also he was an attesting witness.

6. Prima facie it is apparent from the facts of the case that the petitioner intentionally defrauded the complainant. He was an attesting witness on the agreement to sell executed in favour of Jasbir Singh qua the plot owned by his wife, Jasbir Singh was said to be fictitious person. Thereafter, by impersonation an agreement to sell was got executed by Jasbir Singh in favour of the complainant and he was made to part with huge amount as earnest money/sale consideration. It was specifically stated by the complainant that the amount of earnest money as well as the further payments were given by him to the petitioner.

To enquire into the modus operandi of the petitioner his custodial interrogation is necessary.

7. Thus in view of the facts and circumstances of the case and

least any expression above may cause prejudice to the case of either side, in my considered opinion no case for grant of anticipatory bail to the petitioner is made out and the petition is hereby dismissed.

May 25, 2015
rashmi

(SNEH PRASHAR)
JUDGE