

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

CRM-M-21601 of 2015
Date of Decision: 30.07.2015

Niranjan Singh

....Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MRS. JUSTICE SNEH PRASHAR

Present: Mr. P.P.S. Duggal, Advocate
for the petitioner.

Mr. Ashish Sanghi, DAG, Punjab.

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.42 dated 30.03.2015 under Sections 420 and 120-B of the Indian Penal Code (for short 'IPC) registered at Police Station Sadar Jalalabad, District Fazilka.

2. As per the prosecution version Niranjan Singh -petitioner claiming to be owner of the land in his possession measuring 126 kanal comprised in khasra No.148 (126-0) Khewat No.1021/999 Khatoni No.2007 situated at village Bahmni Wala Tehsil Jalalabad, entered into an agreement of sale with complainant Manjeet Singh s/o Bakshish Singh resident of Jalalabad. On 27.06.2014, the agreement of sale was

reduced into writing and the sale consideration was fixed at Rs.1,17,50,000/-. An amount of Rs. 40,00,000/- was paid as earnest money and the petitioner had agreed to give possession of 40 kanals of land out of Khasra No.184 (40-0). The date for registration of the sale deed was fixed as 15.11.2014. As per the agreed terms the petitioner failed to handover possession of 40 kanals land to the complainant and also did not execute the registered sale deed. On verification from the revenue record, the complainant came to know that the land was owned by the Punjab Wakf Board and Niranjana Singh-petitioner was not the owner. When the complainant approached Niranjana Singh to return the money he refused to do so and he alongwith his brothers Kulbir Singh and Ranjit Singh threatened him of dire consequences.

2. Heard the submissions made by Mr. P.P.S. Duggal, Advocate representing the petitioner and Mr. Ashish Sanghi, DAG, Punjab representing State.

3. It was submitted on behalf of the petitioner that he is innocent and has been falsely implicated by the complainant who infact runs a gang of land grabbers. The alleged agreement to sell is a fake and forged document. Till date the investigating agency has made no effort to take specimen signatures of the petitioner for comparison with the signatures on the disputed agreement of sale which could only confirm whether the said document had been executed by the petitioner or not. Learned counsel also pointed out that from the fact that the stamp paper of the agreement to sell was purchased on 27.06.2014, the

date written on the agreement to sell is 27.05.2014, it is apparent that the document was prepared in suspicious circumstances. Submitting that at this stage nothing is to be recovered from the petitioner learned counsel prayed that he be given the benefit of anticipatory bail.

4. Learned State counsel asserted that during investigation statement of the stamp vendor has been recorded and as per his statement the stamp paper of the disputed agreement to sell was purchased on 27.06.2014 and the entry in the register of the stamp vendor bears the signatures of the petitioner. Statement of the petition writer has also been recorded who stated that the agreement to sell was scribed on 27.06.2015 but due to typographical mistake the date was mentioned as 27.05.20014. Learned State counsel submitted that as per other evidence collected by the investigating agency the signatures on the disputed agreement to sell are of petitioner-Niranjan Singh who has defrauded not only the complainant but also the Punjab Wakf Board the true owner of the land in question. He also contended that the amount given by the complainant as earnest money is to be recovered.

5. Admittedly, the Punjab Wakf Board is the owner of the land in respect of which the agreement to sell dated 27.06.2014 was allegedly executed by the petitioner in favour of the complainant. The allegation is that the complainant paid Rs.40,00,000/- as earnest money. It is also alleged that the petitioner being in possession of the land was able to defraud the complainant by making him believe that he was the owner of the same. The false transaction of sale was result of a deep

rooted conspiracy which requires to be probed thoroughly. For the said purpose and for recovery of the earnest money custodial interrogation of the petitioner will be certainly required.

In view of the aforesaid facts and circumstances of the case and without going into the merits of the case, in my considered opinion, there appears no ground for grant of concession of anticipatory bail to the petitioner and the present petition is hereby dismissed.

July 30, 2015
rashmi

(SNEH PRASHAR)
JUDGE