

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

**1. CRM No.M-21834 of 2014
Date of Decision: January 13, 2015**

Baljinder Singh Petitioner

vs.

State of Punjab Respondent

**2. CRM No.M-24242 of 2014
Date of Decision: January 13, 2015**

Amarjit Singh Petitioner

vs.

State of Punjab Respondent

**3. CRM No.M-24683 of 2014
Date of Decision: January 13, 2015**

Jagtar Singh Petitioner

vs.

State of Punjab Respondent

CORAM: HON'BLE MR. JUSTICE KULDIP SINGH

Present: Mr. M.S. Longia, Advocate for the petitioners.

Mr. Nikhil K. Chopra, Deputy Advocate General, Punjab.

Mr. Vijay Lath, Advocate for the complainant.

1. Whether Reporters of Local Newspapers may be allowed to see the judgment?

2. To be referred to the Reporters or not?

3. Whether the judgment should be reported in the Digest?

Kuldip Singh J.(Oral)

By this order, I will dispose of three criminal petitions bearing CRM Nos.M-21834, 24242 and 24683 of 2014, arisen out of the same FIR.

Learned State counsel, on instructions from ASI Harmesh Kumar, has stated that the petitioners were called twice, out of which they appeared only once and did not co-operate in the investigation. Therefore, I proceed to decide their petitions on merits.

The petitioners seek anticipatory bail in case FIR No.130, dated 09.06.2014, under Sections 420, 465, 468 and 471 of the Indian Penal Code, 1860 registered at Police Station Morinda, District Ropar.

As per allegations levelled in the FIR by complainant Gurmukh Singh that he has been cheated by the accused to the tune of ₹1,25,00,000/-. An agreement to sell was executed. However, there is no such land nor the said vendor exist. On being repeatedly approached, the accused gave him cheques of ₹68,00,000/- of different dates. However, the cheque dated 28.02.2014 was dishonoured and there is no balance in their accounts for the other cheques.

Learned counsel for the petitioners contends that in the agreement to sell dated 02.02.2012 (Annexure P-2), complainant Gurmukh Singh was one of the parties along with other co-vendees Jagtar Singh and Iqbal Singh. Each of them owned 1/3rd share. Mahadev Parkash was the vendor. It is further contended that on the basis of the agreement, the complainant further agreed to sell the land.

The aforesaid contention has been refuted by learned counsel for the complainant stating that Jagtar Singh etc. had formed

a gang and Mahadev Parkash, vendor does not exist nor the land in question exist in the revenue record. Jagtar Singh etc. along with present petitioners procured the service of imposture and cheated the complainant Gurmukh Singh of his money. It is stated that the complainant Gurmukh Singh was tricked to become the party to the agreement by representing him that Mahadev Parkash imposter is the owner of the land. Neither the vendor nor the land exists. Jagtar Singh was party to the agreement whereas Baljinder Singh and Amarjit Singh were witnesses to the said agreement and are stated to be party to the cheating.

After going through the file and keeping in view the circumstances and the serious allegations of cheating, I am of the view that in this case the custodial interrogation of the petitioners is necessary. Hence, there is no ground to grant the anticipatory bail to the petitioners.

Accordingly, all the petitions stand dismissed.

January 13, 2015
sarita

(KULDIP SINGH)
JUDGE