

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

CRM-M No.25938 of 2015 (O&M)

Date of Decision: 09.12.2015

Suraj Parkash

..... Petitioner

Vs.

State of Punjab

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Deepak Gupta, Advocate for the petitioner.

Mr. Kirat Singh Sidhu, Deputy Advocate General, Punjab
for the respondent/State along with ASI Virender Singh.

Mr. Vivek Goel, Advocate for the complainant.

JASWANT SINGH, J. (Oral)

Prayer is for grant of anticipatory bail in case FIR No.106 dated 10.07.2015, under Section 420 of the Indian Penal Code, registered with Police Station Civil Lines, Bathinda.

The allegations against the petitioner are that he has received a sum of Rs.25,30,000/- on different dates as part payment for sale of Kothi for a total sale consideration of Rs.41,90,000/-.

It is contended that a total false case has been lodged by the complainant, since it is highly improbable that he would not retain even a photocopy of the original agreement to sell alleged to have been destroyed by the sister of the present petitioner.

Pursuant to the interim protection granted by this Court, vide order

dated 13.08.2015, the petitioner is stated to have joined the investigations but did not cooperate.

Reply by way of affidavit dated 28.10.2015 of Sh. Janak Singh, DSP, City-II, Bathinda on behalf of the respondent/State has already been filed. In Para No.4, the material against the petitioner collected during the investigation has been detailed, which reads as under:-

“4. That during the investigation, the guilt of the petitioner in the commission of crime is fully proved as there are following incriminating evidence against the petitioner:-

- (i) Receipt dated 09.02.2015 duly signed by the petitioner vide which the petitioner admitted having received Rs.25.30 lacs from the complainant Rajiv Verma. The copy of receipt is annexed herewith as **Annexure R-1**.*
- (ii) Register of Stamp Vendor Bhola Nath showing entry No.3578 dated 25.09.2014 of stamp paper for Rs.250/- purchased by the petitioner in the name of his mother Manjit Kaur for executing agreement. The copy of extract of page is annexed herewith as **Annexure R-2**.*
- (iii) Two photographs of dated 09.02.2015 – one showing Suraj Parkash receiving money from the complainant, other showing agreement to sell in question. The photographs are annexed herewith as **Annexure R-3 and Annexure R-4**.*
- (iv) Statement u/s 161 Cr.P.C. dated 14.08.2015 of Stamp Vendor Bhola Nath. The copy of statement is annexed herewith as **Annexure R-5**.*
- (v) Statement u/s 161 Cr.P.C. dated 14.08.2015 of Deed Writer Prem Arora who scribed the agreement in question. The copy of statement is annexed herewith as **Annexure R-6**.*
- (vi) Statement u/s 161 Cr.P.C. dated 11.07.2015 of Gurpreet Singh Property Dealer who is the witness of the deal of Kothi and payment of Rs.25.30 lacs made by the complainant to the petitioner. The copy of statement is annexed herewith as **Annexure R-7**.*

*(vii) Statement u/s 161 Cr.P.C. dated 11.07.2015 of the complainant Rajiv Verma narrating the facts as to how the petitioner cheated him. The copy of statement is annexed herewith as **Annexure R-8**.*

Learned Counsel for the parties have been heard.

In the light of the aforesaid material surfacing during investigation, no case for grant of anticipatory bail is made out.

Accordingly, the present petition stands dismissed.

December 09, 2015

Gagan

**(JASWANT SINGH)
JUDGE**