

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

Crl. Misc. No.M-28421 of 2015

Date of Decision: 30.09.2015

Deep Mohan Singh Oberoi

....Petitioner

Versus

State of U.T. Chandigarh

....Respondent

BEFORE :- HON'BLE MRS. JUSTICE DAYA CHAUDHARY

- 1. Whether reporters of local newspapers may be allowed to see the judgment ? (Yes/No)**
- 2. To be referred to reporters or not ? (Yes/No)**
- 3. Whether the judgment should be reported in the Digest ? (Yes/No)**

Present:- Mr. S.S. Pathania, Advocate
for the petitioner.

Mr. A.S. Virk, APP., U.T. Chandigarh.

Mr. Parveen Kumar Saini, Advocate
for the complainant.

DAYA CHAUDHARY, J.

This petition has been filed under Section 438 Cr.P.C for grant of anticipatory bail to the petitioner in case FIR No.261 dated 14.07.2015 registered under Section 420 of the Indian Penal Code at Police Station, Sector 36, Chandigarh.

Learned counsel for the petitioner submits that the petitioner has falsely been implicated in the case and no offence under Section 420 of the Indian Penal Code is made out against him. Learned counsel further submits that the petitioner is still ready to execute the sale deed in favour of daughter of the complainant and is also ready to abide by all the terms and conditions to be imposed by this Court or by the Investigating

Agency. He also submits that nothing is to be recovered from the petitioner and no useful purpose would be served by keeping him behind the bars. Learned counsel also submits that there is no apprehension of absconding the petitioner or tampering with the prosecution evidence and he undertakes not to misuse the concession of bail.

Notice of motion was issued on 24.08.2015. The petitioner was released on interim bail and was directed to join investigation.

In response to aforesaid directions, the petitioner has joined the investigation, whereas, learned counsel for Union Territory, Chandigarh submits that the petitioner has not cooperated with the investigation as he has not handed over the original agreement to sell entered into between the petitioner and one Raj Bala. Learned counsel also submits that not only a fraud has been played with the complainant party but a forged document has also been prepared. An assurance was given by the petitioner to the complainant to invest in the property deal in order to earn profit but subsequently, he has got prepared a false agreement to sell in his own name and one Raj Bala Thakur, whereas, it has been verified during investigation that no such agreement to sell has been executed in favour of the petitioner. He further submits that not only the complainant party has been induced but a huge amount has also been duped and hence, the custodial interrogation of the petitioner is required.

Learned counsel for the complainant has shown a photocopy of the agreement to sell executed between one Raj Bala Thakur and the present petitioner, which has been signed by the petitioner, daughter of the complainant and countersigned by the witness as well. The petitioner gave an assurance to get signature of Raj Bala Thakur, however, under the garb of said agreement to sell, the huge amount has been received.

Learned counsel for the petitioner has denied the signatures

on the agreement to sell, whereas, learned counsel for Union Territory, Chandigarh as well as learned counsel for the complainant submits that the signatures on the agreement to sell are that of the petitioner only which can be compared with his specimen signatures.

Heard the arguments of learned counsel for the parties and have also perused the allegations in the FIR.

The complaint was made by Joginder Singh Grewal, who is 72 years of age. He had retired as Captain from the Indian Army and was working as Assistant General Manager, Reserve Bank of India, Chandigarh after his retirement. He was allured by Surinder Pal Singh Oberoi-father of the present petitioner to invest money in the property by saying that he would get handsome returns as his son i.e the present petitioner was working as Realty Consultant in Maximus Team Realty. On positive assurance, the complainant and his son Bhawan Deep Singh Grewal and daughter Sarpreet Kaur decided to invest and an amount of ₹ 40 lacs was paid to the accused in cash in presence of Surpreet Singh and Arvind Grover out of which some of the amount was borrowed and some was invested out of retiral benefits of the complainant. A receipt in lieu thereof was also given. The petitioner issued a post dated cheque of Punjab National Bank, Chandigarh in the name of daughter of the complainant for an amount of ₹ 16.75 lacs from his account. An agreement to sell with one Raj Bala Thakur was forged but the said agreement was not signed by said Raj Bala Thakur. The cheque issued by the petitioner was also dishonoured on presentation on account of "insufficient funds." On the basis of complaint made by the complainant, the said FIR was registered.

While issuing notice of motion on 24.08.2015, the contention of learned counsel for the petitioner was recorded to the effect that the

daughter of the complainant did not come forward for getting the sale deed executed because of the low prices. The petitioner being the property dealer was only an instrument in getting the sale deed executed between the seller and the purchaser. A proper receipt was also issued. The petitioner is still ready to execute the sale deed. During investigation, it has come on record that Raj Bala Thakur, who is stated to be the seller, no such agreement to sell was ever executed. Even as per the submissions made by learned counsel for the petitioner, no such agreement to sell was ever executed, whereas, from the photocopy of the agreement to sell, it appears that it has been signed by the daughter of the complainant. The contention was also recorded that the petitioner is still ready to do his work as the seller of the plot is also ready to execute the sale deed, whereas, no such agreement to sell has been executed by said Raj Bala Thakur, who is stated to be the seller of the plot. The petitioner was directed to join investigation but he did not cooperate with the investigation as neither the documents with regard to ownership of the plot or agreement to sell were shown nor he was ready to return the amount.

As per stand of learned counsel for the Union Territory, Chandigarh, not only the petitioner has cheated the complainant party but has also forged the documents of agreement to sell and hence, his custodial interrogation is required.

Keepoing in view of the contentions raised at the time of issuance of notice of motion and that no such agreement to sell was ever executed, the petitioner does not deserve concession of anticipatory bail. The petition being devoid of any merit, is hereby, dismissed.

30.09.2015
gurpreet

(DAYA CHAUDHARY)
JUDGE