

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

**Crl. Misc. No.M- 31111 of 2015 (O&M)
Date of decision : 14.12.2015**

Barinderdeep Singh and another

.....Petitioner(s)

Versus

State of Punjab

...Respondent(s)

CORAM: HON'BLE MRS. JUSTICE ANITA CHAUDHRY

Present: Mr. S.P.S. Sidhu, Advocate
for the petitioners.

Mr. V.P.S. Sidhu, Asst. A.G., Punjab.

Mr. H.S. Dhindsa, Advocate
for the complainant.

ANITA CHAUDHRY, J.

The petitioners are seeking anticipatory bail in FIR No.110 dated 10.07.2015, registered under Sections 420, 465, 467, 468, 120-B IPC, Police Station Kurali, District SAS Nagar (Mohali).

The allegations against the petitioners are that they forged and fabricated an agreement to sell with respect to the land owned by the complainant. The allegations were that some other persons had impersonated the complainant. It was also mentioned that the land which was agreed to be sold, had been acquired and award had been passed in 2013 and the complainant had not received any amount, though the document referred to payment of Rs.25 lacs at the time of agreement and Rs.40 lacs subsequently.

On the previous hearings, the submissions on behalf of the petitioners were that the document had been got examined from a private Handwriting Expert and the District Attorney had given a legal opinion that the signatures should be got examined from the FSL.

Upon notice, the complainant side had appeared and stated that the matter had been examined by the Handwriting Expert and had sought time to produce the report. Adjournment had also been sought by the petitioners to place on record the agreement in their favour. The same was placed on record on the last hearing.

Counsel for the petitioners contends that a suit had been filed by the petitioners and copy of the agreement to sell is lying in the record which does not show that it was a case of over-writing and they were ready to join the investigation. It was urged that a sum of Rs.25 lacs was paid at the time of agreement and subsequently a sum of Rs.40 lacs had been paid. It was urged that now the award amount has also been paid to the complainant.

The bail application has been opposed by the complainant as well as the State. It was submitted on behalf of the complainant that a stay had been granted by the Civil Courts but when it was apprised about the falsity of the claim, the stay was vacated and they had approached the Court for withdrawal of the award amount. The counsel further contends that the original document is with the police and a report has been received.

The State counsel submits that the FSL report has been received which states that the signatures are superimposed and the witnesses to the agreement to sell were not living on the address indicated therein and they have not been able to find them and they are not traceable. The State counsel further states that earlier the averments made on behalf of the petitioners were that the matter should be sent to the FSL but the FSL report has been received which is against them.

The FSL report and the original agreement to sell was shown during the course of arguments. The report of FLS refers to the pen pressure, the pauses, the finishing of the strokes and ultimately the report is that the signatures were superimposed. The allegations are serious. Custodial interrogation would be necessary. No case for anticipatory bail is made out.

The petition is dismissed.

14.12.2015
sunil

(ANITA CHAUDHRY)
JUDGE