

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

**CRM No. M-41851 of 2014  
Date of decision: March 30, 2015**

Sumer Chand

.... Petitioner

Versus

State of Haryana

.... Respondent

**AND**

**CRM No. M-43153 of 2014**

Hazara Singh

.... Petitioner

Versus

State of Haryana

.... Respondent

**CORAM: HON'BLE MR. JUSTICE JASPAL SINGH**

Present: Mr. S.S. Jattan, Advocate  
for the petitioner in CRM No. M-41851 of 2014.

Mr. N. S. Shekhawat, Advocate  
for the petitioner in CRM No. M-43153 of 2014

Mr. Vikas Chopra, DAG, Haryana.

Mr. Karan Singh, Advocate  
for the complainant-Rajender Kumar.

**Jaspal Singh, J.**

Vide this common order, I intend to dispose of two petitions i.e.  
CRM No. M-41851 of 2014 filed by Sumer Chand and CRM No. M-43153  
of 2014 filed by Hazara Singh, as both the petitions are emanating out of  
same FIR.

2. Instant petitions have been filed under Section 438 Cr.P.C.

seeking pre-arrest bail to the petitioner(s) in case FIR No. 174 dated November 02, 2014 under Sections 419, 420, 467, 468, 471 and 120-B IPC registered at Police Station Radaur, District Yamuna Nagar.

3. Shortly put, allegations against the petitioner, as contained in FIR got registered by Rajender Singh-complainant are that, he intended to purchase some agricultural land in the revenue estate of village Pallewala and in that connection, he approached Sumer Chand @ Dimple, who is running a shop of Barber. Sumer Chand @ Dimple got him introduced with Satish @ Hazara Singh to be a property dealer who disclosed that there is some land for sale owned by his uncles and took him to the land, subject matter of proposed sale. Believing him, he was advised to obtain a copy of jamabandi and other documents pertaining to land proposed to be sold and he did the needful. The cost of the land was finalized @ ₹25,60,000/- per acre. A sum of ₹2,00,000/- was given by him (complainant) to Partap Singh and his son Chandan Singh at their house in the presence of their other family members. Subsequently, on May 15, 2014, an agreement was reduced into writing in respect of land measuring 3-1/2 acres. At that time, a sum of ₹38,00,000/- was paid as earnest money out of total consideration and date for execution of registration of sale deed stipulated to be April 28, 2015. Subsequently, Satish Singh @ Hazara Singh further raised a demand of ₹10,00,000/- on the pretext that the said amount would be deducted from sale consideration at the time of registration of sale deed. But on September 22, 2014, he went to village Pallewal at the house of Partap Singh but it came to light that it was the house of Karan Singh, his brother. When Partap Singh and his son

Chandan were contacted, they disclosed that neither they have executed any agreement of sale nor they received any amount as earnest money. Karan Singh impersonated himself as Partap Singh whereas his son Rahul impersonated himself as Chandan. Similarly, Satish Kumar son of Karan Singh introduced himself as property dealer and other son of Karan Singh, who was also known as Hazara Singh in the village.

4. All the above-referred persons in connivance with each other hatched a conspiracy, cheated and defrauded the complainant-Rajender Kumar to the tune of ₹40,00,000/-. On the basis of complaint lodged to Superintendent of Police, Yamuna Nagar by Rajender Kumar, instant case was registered and investigation was put into motion.

5. Feeling apprehension of their arrest, both the petitioners i.e. Sumer Chand and Hazara Singh, filed the instant petitions.

6. Learned counsel for the petitioner-Sumer Chand submits that he has been falsely implicated in this case. He is a Barber by profession and is running a shop in his village. Rajender Kumar-complainant accompanied by his relative Sanjiv Kumar came to his shop and showed his intention to meet Satish @ Hazara Singh, as he intended to purchase some landed property. He only provided mobile number of Satish @ Hazara Singh. Otherwise, he has got no concern either with the execution of an agreement of sale or receipt of earnest money etc., which was also not paid in his presence. He is also not a witness to the agreement of sale.

7. Learned counsel for the petitioner-Hazara Singh contended that in fact, about 3-4 years ago, petitioner had taken a sum of ₹25,000/-

from Shiv Kumar resident of village Pallewala and in lieu thereof, petitioner had handed over to him two blank cheques and stamp papers to be used as security. Petitioner though re-paid the entire money to Shiv Kumar, yet did not return the blank cheques as well as stamp papers. Those papers were kept by Shiv Kumar with Mann Singh, Proprietor of M/s Laxmi Trading Company, money lender and took a sum of ₹50,000/- from him. Thereafter, in connivance with said Shiv Kumar, an agreement of sale was also forged and fabricated. In fact, neither he acted as a property dealer nor got executed an agreement of sale nor received a sum of ₹40,00,000/-, as an earnest money.

8. It has further been submitted by learned counsel for the petitioner that petitioner is ready to abide by all terms and conditions imposed by this Court, in case, he is granted concession of pre-arrest bail.

9. On the other hand, learned State counsel contended that petitioner(s) in connivance with some other persons hatched a conspiracy and by impersonating real owner, succeeded in defrauding and cheating the complainant in parting with a sum of ₹40,00,000/- earnest money out of total money recited in the agreement of sale. Moreover, petitioner is at large and is evading his arrest. Even, proceedings for declaring him as Proclaimed Offender under Section 82 Cr.P.C. have already been initiated. His custodial interrogation is also required.

10. This Court has given an anxious thought to the rival submissions made by learned counsel for the parties and have minutely perused the record available.

11. There are clear and specific allegations against Sumer Chand-

petitioner that he got introduced Satish @ Hazara Singh to be a property dealer who by impersonating the real owner obtained the copies of jamabandies and succeeded in cheating and defrauding the complainant to the tune of ₹40,00,000/- alleged to be received as an earnest money out of total consideration settled @ ₹25,60,000/- per acre. Total land measuring 3-1/2 acres was to be sold. In fact, after execution of an agreement of sale when a demand of ₹10,00,000/- more was raised by Satish @ Hazara Singh to be adjusted in the sale consideration, which was to be paid on the date of registration of sale deed and subsequently, when complainant accompanied by Sanjiv Kumar visited village Pallewala he came to know that in fact, Partap and his son Chandan did not enter into an agreement of sale who are the actual owners. During the above-referred period and proceedings, Satish @ Hazara Singh was got introduced by Sumer Chand @ Dimple to be a property dealer. Karan Singh impersonated himself as Partap Singh whereas Rahul impersonated himself as Chandan at the time of execution of an agreement of sale. The allegations against the petitioner are of serious and grave nature. Even otherwise, petitioner is at large and absconding, due to which, proceedings under Section 82 Cr.P.C have already been initiated against him. In the given circumstances, custodial interrogation of petitioner(s) is necessary, which certainly unearth all the ramifications involved in this case.

12. This Court is further of the considered view that in the absence of custodial interrogation of the petitioner(s), investigation of this case is likely to be stultified.

13. In the light of what has been discussed above, both the

petitions i.e. CRM No. M-41851 of 2014 filed by Sumer Chand and CRM No. M-43153 of 2014 filed by Hazara Singh are dismissed.

**March 30, 2015**  
*sham*

**(JASPAL SINGH)**  
**JUDGE**