

**Sr. No. 106
IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

**CRM No. M-7931 of 2016
Date of Decision: 10.03.2016**

Om Parkash

...Petitioner

Versus

State of Punjab

... Respondent

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA

Present:- Mr. Ashok Giri, Advocate,
for the petitioner.

TEJINDER SINGH DHINDSA. J (ORAL)

The present petition has been filed under Section 438 Cr.P.C. seeking concession of pre-arrest bail to the petitioner in case FIR No.116 dated 16.07.2015 under Sections 420/465/468/471/120-B of Indian Penal Code, registered at Police Station Morinda, District Rupnagar.

Counsel for the petitioner has been heard at length.

The sole contention raised by counsel is that the matter has since been compromised and a sum of Rs.7 lacs has been made over to the complainant. It has also been argued that the dispute was personal in nature and under such circumstances custodial interrogation of the petitioner would not warranted.

This Court is, however, not inclined to grant concession of anticipatory bail to the petitioner.

Such view has been taken in the light of the conduct of the petitioner.

During the course of arguments, it has gone uncontroverted that the present petitioner had entered into an agreement to sell with the complainant, namely, Kuldeep Singh on 09.06.2005 for a total sale consideration of Rs.3,25,000/-(Rs. Three lac and twenty five thousand only). The target date for the execution of the sale deed was fixed as 08.12.2005. Sale deed having not been executed, complainant was constrained to initiate a suit for specific performance and which was decreed in his favour for the main relief. Even an appeal preferred by the present petitioner was dismissed by the First Appellate Court. Thereafter, during the course of execution proceedings initiated by the complainant Kuldeep Singh, the present petitioner set up an ante-dated agreement to sell dated 09.07.2004 with Gurpreet Singh. The entire object was to frustrate the decree in favour of the complainant.

It so transpires that the stamp number of such agreement dated 09.07.2004 was 085197. During the course of investigation, it has surfaced that the stamp paper that was used for scribing the agreement dated 09.07.2004 was in fact issued by the stamp vendor, namely, Pradeep Pasricha only on 03.10.2011.

The allegations against the present petitioner are with regard to having acted in connivance with the stamp vendor as also one Gurpreet Singh and as such having prepared a forged and ante-dated agreement dated 09.07.2004.

Prima facie conduct of the petitioner would be construed as interference in the course of administration of justice.

Under such circumstances, petitioner is not entitled to the

concession of pre-arrest bail.

Petition dismissed.

10.03.2016

vandana

**(TEJINDER SINGH DHINDSA)
JUDGE**