

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

CRM-M No.9513 of 2016

Date of Decision:-22.03.2016

Jamadar Singh & Anr.

.....Petitioners.

Versus

State of Haryana.

.....Respondent.

CORAM:- HON'BLE MR. JUSTICE JASWANT SINGH

Present:- Mr. Keshav Pratap Singh, Advocate for the Petitioners.

JASWANT SINGH, J (ORAL)

Prayer is under Section 438 Cr.PC for grant of anticipatory bail to the petitioners, namely, Jamadar Singh and his co-accused son Prem Singh in case FIR No.754 dated 24.12.2015 for offences punishable under Sections 406, 418, 420, 467, 468, 471, 506 and 120-B of the Indian Penal Code registered with Police Station Assandh, District Karnal.

The allegations levelled by the complainant Suraj Bhan-and Sushil Kumar are that they are purchasers of 08 Kanals of land comprised in Muraba No.252 Killa No.21 (0-8 Marla) and Killa No.22 (7-12 Marla) from the owner/accused Jamadar Singh on payment of Rs.93.25 lacs vide sale deed no.1407/1 dated 08.1.2015 (although registry was done for Rs.22 Lacs at Collector rate).

It is alleged that while executing the agreement to sell dated

2.7.2014, to which the accused-petitioner no.2 Prem Singh was a witness, it was not disclosed that the land comprising the sale transaction was earlier leased out for a period of 99 years vide lease deed registered on 21.11.2006 in favour of co-accused Shiv Narain. The mutation of the lease deed, however, was got entered on 24.02.2015 after the sale deed had been executed on 08.01.2015. The accused son Prem Singh was also a witness of the lease deed dated 21.11.2006. Thus fraud and cheating had been committed upon the complainant by both the father-son duo.

Learned Counsel for the petitioners contend that the petitioner no.1 is 80 years old and petitioner no.2 is 60 years old and the entire case is based upon documentary evidence and as such nothing is to be recovered from them, therefore, prayer for grant of anticipatory bail.

After hearing learned Counsel for the petitioners, keeping in view the nature and gravity of the offences, no case for grant of anticipatory bail to the petitioners is made out. It is not in dispute that at the time of execution of the sale deed it was specifically recited that the land was free from all encumbrances and the possession of the specific *khasra* numbers was handed over to the complainant. Subsequently title and possession of the complainant has been threatened by the accused party in the light of the suppressed lease deed for 99 years.

Dismissed.

(JASWANT SINGH)
JUDGE

March 22, 2016
Vinay