

In the High Court of Punjab and Haryana at Chandigarh

CRM-M No.35147 of 2017
Date of Decision:- 8.12.2017

Davinder Bhadana

... Petitioner

Versus

State of Haryana

... Respondent

Coram: Hon'ble Mr. Justice Gurvinder Singh Gill

Present:- Mr. M.S.Uppal, Advocate, for the petitioner.

Mr. Vikas Malik, D.A.G. Haryana.

Mr. Sanjiv Kumar, Advocate, for the complainant.

Gurvinder Singh Gill, J.

This petitioner seeks anticipatory bail in respect of FIR No.198 dated 6.4.2017 under Sections 420, 467, 468, 471, 506 and 120-B of IPC, registered at Police Station Suraj Kund, Faridabad.

The allegations, in nutshell, are that agreement dated 15.12.2014 to sell land measuring 17 kanals 8 marlas belonging to complainant Narender Bhadana has been tampered with and forged by the accused by replacing last two pages of the agreement so as to mention the sale consideration as ₹76,12,500/- instead of ₹9,47,43,000/- as actually agreed.

The learned counsel for the petitioner submitted that in fact a civil suit in respect of the agreement in question is already pending and the

matter is more of the civil dispute. The learned counsel has further submitted that in another civil litigation, pending between the accused and the father of the complainant, the execution of the agreement in question had been admitted and that in these circumstances it cannot be said that the accused had forged the agreement in question.

As against the aforesaid submissions the learned counsel representing the State assisted by learned counsel for the complainant submitted that the earlier civil litigation of accused with father of complainant had been disposed of on the basis of a compromise and that in fact the allegations as leveled in the FIR would stand substantiated from the fact that the Collector Rate in respect of the area where the land in question is situated is ₹ 65,00,000/- per acre and as per which the value of land in question which is more than 2 acres works out to ₹1.44 crores. The learned State counsel has further pointed out that after lodging of the present FIR, petitioner-Davinder Bhadana had caused fire arm injury to the son of the complainant namely Divyansh regarding which FIR No.846 dated 4.10.2017 under Sections 148, 149, 323, 452, 307, 506 of IPC and Sections 25/54/59 of Arms Act, Police Station Suraj Kund, District Faridabad, Haryana had been registered. The learned State counsel has further submitted that though, more than two months have already passed after registration of the said FIR but presence of accused Davinder Bhadana has not been secured so far.

In view of the aforesaid position where the sale consideration as mentioned in the agreement is even lesser than Collector rates, a serious doubt is certainly cast about authenticity of agreement. While there could be cases where sale-deeds are under-valued to avoid registration-fee but the

under-valuation in agreement is unknown. Further, the fact that petitioner subsequently had shot at son of the complainant would show that the petitioner, if granted bail, is likely to indulge in intimidating the witnesses. Consequently no case is made out for grant of anticipatory bail.

The petition stands dismissed.

However, nothing stated above shall be taken to an expression on merits of the main case.

December 8, 2017
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(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned	Yes / No
Whether Reportable	Yes / No