

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-36096 of 2016 (O&M)

Date of Decision: 17.01.2017

Gajender Singh Sodhi and another

....Petitioners

VERSUS

State of Haryana

....Respondent

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Gurinder Pal Singh , Advocate
for the petitioners.

Ms. Harpreet Kaur, A.A.G. Haryana.

SURINDER GUPTA, J.(Oral)

The present petition has been filed under Section 438 Code of Criminal Procedure for grant of anticipatory bail to the petitioner in case FIR No. 211 dated 09.06.2016 registered for the offences punishable under Sections 406 and 420 of Indian Penal Code (for short 'IPC'), at Police Station Sector 40, Gurgaon.

Heard.

FIR was registered on the complaint of Sombir Singh son of Attar Singh with the allegation that on 30.12.2014, petitioners executed an agreement to sell built up area measuring 136.301 sq. mtrs. on plot no. 100, Sector 45, Gurgaon for a sale consideration of ₹1,40,00,000/- and received ₹1,10,00,000/- for which they issued a receipt in favour of complainant. Thereafter, they sold this plot in favour of Neelam vide sale deed dated 31.08.2015. However, they appeared before the Sub-Registrar on 30.12.2015 and executed an affidavit undertaking to execute the sale deed in favour of the complainant.

Learned State counsel has argued that petitioners have cheated the complainant by keeping him in dark about the sale of plot in question vide sale deed dated 31.08.2015. The affidavit executed by them on 30.12.2015 reflects their intention to cheat the complainant.

Learned counsel for petitioners submits that petitioners have so many dealings worth crores of rupees with the complainant, which are reflected in copies of statement of accounts placed on file as Annexure P-3. During course of transaction, petitioners have not only been advancing money on various counts of complainant but also executing various documents. Agreement dated 30.12.2014 was not signed by petitioner no. 2- Brijinder Sodhi, as such, there was no occasion for her to execute the affidavit. Complainant has alleged that agreement dated 30.12.2015 executed by him qua which affidavit dated 30.12.2015 was taken but there is no such agreement even on police file.

Learned State counsel has admitted that there is no agreement dated 30.12.2015. Vide affidavit dated 30.12.2015 on police file, petitioners are alleged to have agreed to abide by the terms and conditions of both the agreements dated 30.12.2014 and 30.12.2015. When there is no agreement dated 30.12.2015, this fact calls for investigation as to under what circumstances affidavit dated 30.12.2015 was executed. Copy of statement of account shows that there were transactions worth crores of rupees between the parties and these facts are also required to be looked into during investigation.

Keeping in view the above facts but without expressing any opinion on merits of the case, this petition is allowed. Petitioners are directed to surrender before the police and join investigation within a week.

In the event of their arrest being required, they be released on bail on their furnishing bail bond and surety bond to the satisfaction of Arresting Officer, subject to the following terms:-

- (i) that petitioners shall make themselves available for interrogation by the police as and when required;
- (ii) that petitioners shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the accusation against them so as to dissuade him from disclosing such facts to the Court or to any police officer;
- (iii) that petitioners shall not leave India without the prior permission of the Court.
- (iv) that petitioners will seek regular bail on the presentation of challan in Court.

January 17, 2017
jk

(SURINDER GUPTA)
JUDGE