

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

CRM-M-25732 of 2018.

Decided on:-July 04, 2018.

Harnek Singh Saini.

.....Petitioner.

Versus

State of Punjab.

.....Respondent.

CORAM: *HON'BLE MR. JUSTICE HARI PAL VERMA.*

Present:- Mr. H.S. Brar, Advocate
for the petitioner.

Mr. S.P.S. Tinna, Addl. A.G., Punjab
for the respondent-State.

Mr. S.K. Jain, Advocate
for the complainant.

HARI PAL VERMA, J.

The petitioner has filed present petition under Section 438 Cr.P.C. for grant of anticipatory bail to the petitioner in FIR No.125 dated 15.05.2018 under Section 420 IPC registered at Police Station Derabassi, District SAS Nagar, Mohali.

The aforesaid FIR was registered at the behest of Jagtar Singh son of Sher Singh to the effect that the petitioner had purchased an industrial plot measuring 1250 square yards situated at village Saidpura, Tehsil Derabassi in the year 2013 for Rs.66 lakh and had paid Rs.10 lakh only. Besides this, he had also purchased two plots measuring 302.5 square yards

each (total land measuring 605 square yards) situated at village Sadhemajra, Tehsil Derabassi in the year 2013 for Rs.48.40 lakh and had paid Rs.4.40 lakh against the aforesaid amount. He had promised to pay the whole remaining amount and had given an affidavit and cheques in the presence of witnesses on 28.11.2017. However, the cheques issued by the petitioner were dishonoured on presentation in the bank.

Learned counsel for the petitioner has argued that the complainant has sold three properties. The translated copies of the alleged sale deeds (Annexures P-2 to P-4) indicate that the complainant is owner of only $\frac{1}{2}$ share in the sale deed Annexure P-2 and he is not owner of the properties sold vide sale deeds Annexures P-3 and P-4 and he has no concern whatsoever with these properties. Moreover, the petitioner did not purchase these properties.

He has further argued that the seller has received the sale consideration from the purchaser before execution of the sale deeds before the Registrar, Derabassi. The sale deeds were registered in the year 2013, whereas the present FIR was registered on 15.05.2018 after a delay of more than 5 years. The FIR is outcome of political vendetta as brother of the petitioner belongs to the opposition party. In fact, the petitioner has purchased an Innova car from Pooja Pahwa and the petitioner had agreed to repay the loan pending against the above vehicle to the concerned bank. The petitioner had defaulted and had not paid the instalments in time and the police had taken said vehicle in possession in the first week of April, 2018. It was on 17.04.2018, the petitioner was asked to come to the Police Station for

compromise and during these proceedings, he was made to sign on blank cheques and an affidavit purporting to be the compromise deed. The custodial interrogation of the petitioner is, therefore, not required.

On the other hand, learned State counsel has argued that the petitioner has purchased immovable property through different sale deeds and the balance amount has not been paid by him. The petitioner had submitted an affidavit dated 28.11.2017, whereby he agreed to pay the entire amount due against him and he also issued three cheques which were dishonoured on presentation. Even another FIR No.109 was earlier registered against him.

He has further argued that in fact, the transactions were made by the petitioner for himself though in the sale deeds, he himself has signed as a witness.

Having heard learned counsel for the parties and considering the fact that the allegations against the petitioner are serious in nature, this Court finds that no case for grant of anticipatory bail is made out.

The petitioner had submitted an affidavit on 28.11.2017 and had agreed to pay the entire amount due against him. He had also issued cheques which were dishonoured. The plea of the petitioner that the affidavit was typed on a blank signed paper cannot be accepted, as at this stage, only the prosecution version is to be appreciated. Moreover, the petitioner has not disputed the very issuance of cheques which were dishonoured and this fact creates a serious doubt on the plea of the petitioner.

Therefore, the petitioner does not deserve the concession of anticipatory bail and the present petition, being devoid of any merit, is dismissed.

The observations made hereinabove shall not be construed as an expression of opinion on the merits of the case.

July 04, 2018
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes

Whether Reportable: No