

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH

CRM-M No.25814 of 2018
Date of Decision.19.06.2018

Gurpreet Singh

.....Petitioner

Vs

State of Punjab

.....Respondent

Present: Dr. Anmol Rattan Sidhu, Senior Advocate with
Mr. Mahir Sood, Advocate and
Mr. Arun William, Advocate
for the petitioner.

Mr. Gautam Kaile, Advocate
for the complainant.

Mr. Nikhil Kumar Chopra, Addl. A.G., Punjab.

CORAM:HON'BLE MR. JUSTICE AMIT RAWAL

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AMIT RAWAL J.(ORAL)

The petitioner-Gurpreet Singh has approached this Court for seeking concession of regular bail in case FIR bearing No.74 dated 13.04.2018 under Sections 420, 465, 467, 468, 471 IPC registered at Police Station City Kharar, District SAS Nagar at the instance of complainant, Mohan Singh son of Prem Singh alleging that the petitioner has forged the signatures of various persons including the complainant for entering into agreement to sell dated 26.03.2013 with Rakesh Kumar, representative of the Singla Builders. It had been submitted that the applications submitted by the petitioner to the Municipal Council, Kharar on behalf of various owners, were also forged, for, those owners had no title in the property as they had already parted with the same in the year 2008.

Dr. Anmol Rattan Sidhu, learned Senior Counsel assisted

by Mr. Mahir Sood and Mr. Arun William appearing for the petitioner submits that on the date of submission of the application dated 30.10.2013, the petitioner was not in the picture as Singla Brothers were the owners of the property. The application was submitted for regularization and compounding of the colony existing within the Municipal Council, Kharar, though the cut off date for submission of the application was April, 2013. The petitioner purchased the land from Singla Brothers vide sale deed dated 01.01.2014, therefore, there is remotely any possibility of forgery committed by the petitioner in entering into agreement to sell between Rakesh Kumar, owners of Singla Brothers and Mohan Singh, complainant on 26.03.2013 as at that time he was not in picture. He has been arrested in the aforementioned FIR on 22.04.2018 and no further interrogation is required as the police has already completed the investigation. It is yet to be proved whether signatures have been forged and fabricated as the same would be a matter of evidence.

Mr. Gautam Kaile, learned counsel appearing on behalf of the complainant submits that the petitioner has played vital role in forging signatures of the complainant and as well as other persons on the agreement to sell and various other documents. The original copy of the agreement to sell has been sent to the FSL for ascertaining the genuineness of the signatures on the agreement to sell dated 26.03.2013. This fact has also been endorsed by Mr. Nikhil Kumar Chopra, Addl. A.G., Punjab on instructions from ASI Sahib Singh Chauhan.

On a query raised by this Court to the counsel appearing for the petitioner, it has surfaced that no civil action has been initiated by the complainant for cancellation of the agreement to sell, for, the agreement to sell has not been converted into sale deed and no suit for specific performance has been filed at the instance of the vendee.

I have heard learned counsel for the parties and appraised the paper book. Without commenting upon merits and demerits of the case, I am of the view that it is a fit case where the petitioner should be granted concession of regular bail, for, challan has been prepared and likely to be submitted promptly. Apparently, there is no question of forgery being committed by the petitioner, for, prima facie, the agreement to sell is between the complainant and Rakesh Kumar, representative of Singla Builders. The petitioner had only come into picture w.e.f. 01.01.2014 whereas the allegations of the alleged forgery are prior in time.

Keeping in view the aforementioned facts and circumstances, I deem it appropriate to grant regular bail to the petitioner. Resultantly, the crl. petition is allowed and the petitioner is ordered to be released on bail subject to furnishing of bail bonds to the satisfaction of the Duty Magistrate/CJM, Mohali and other terms and conditions imposed by him.

(AMIT RAWAL)
JUDGE

June 19, 2018
Pankaj*

Whether reasoned/speaking	Yes
Whether reportable	No