

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

1. **CRM-M-3151-2018**

Prabhdial Singh

.....Petitioner

Versus

The State of Punjab and another

.....Respondents

2. **CRM-M-49673-2017**

Dilbag Singh and others

....Petitioners

Versus

The State of Punjab and another

....Respondents

Date of decision:16.07.2018

CORAM : HON'BLE MR.JUSTICE GURVINDER SINGH GILL

Present: Mr. Satbir Gill, Advocate
for the petitioner(s) in both cases.

Mr. A.S. Sandhu, Addl. A.G., Punjab
for respondent No.1 in both cases.

Mr. Kamal Narula, Advocate
for respondent No.2 in both cases.

GURVINDER SINGH GILL, J. (ORAL)

This order shall dispose of above-mentioned two petitions

filed on behalf of petitioner-Prabhdial Singh in **CRM-M-3151-2018** and petitioners-Dilbag Singh, Gurmeet Singh and Harjeet Singh in **CRM-M-49673-2017** seeking grant of anticipatory bail in FIR No.134 dated 01.09.2017 under Sections 420, 465, 467, 468, 471, 120-B of the Indian Penal Code, 1860 registered at Police Station Sadar, Fazilka.

The FIR in question was registered at the instance of Pritam Singh. The allegations in nut-shell are that the complainant has been deprived of an amount of ₹80 lakhs by the accused and that though an agreement for sale of land belonging to Prabhdial had been entered into and an earnest money of ₹68 lakhs had been given to the accused including an amount of ₹8 lakhs transferred through Real Time Gross Settlement (RTGS) in favour of accused Harjit Singh, nephew of Prabhdial. The property in question is situated in village Lehroni, Tehsil Karhal District Sheopur, Madhya Pradesh. It is the case of the complainant that subsequently it transpired that the property in question was not owned by Prabhdial and was in fact owned by Government of Madhya Pradesh and by some other persons. It is also the case of prosecution that subsequently the accused forged a cancellation agreement wherein it is depicted that an amount of ₹60 lakhs had been returned to the complainant by the accused, whereas no such amount had ever been returned to the complainant. The complainant demanded his money back, but instead of returning the money he was threatened by the accused.

Notice of the petition(s) was issued to the State.

Learned Additional Advocate General, Punjab assisted by Mr. Kamal Narula, learned counsel for the complainant have opposed the petition(s).

Learned counsel for the petitioners has submitted that in fact a substantial amount has already been returned to the complainant and in this context has drawn the attention of this Court to the Cancellation Agreement dated 31.03.2015, annexed as Annexure P-2, wherein there is recital of return of amount of ₹60 lakhs. Learned counsel for the petitioners has further submitted that in fact the FIR as lodged in the State of Punjab is without jurisdiction as the occurrence in question had taken in Madhya Pradesh where the property is situated and where the agreement in question had taken place.

On the other hand learned State counsel as well as learned counsel for the complainant has opposed the petition by submitting that since the agreement Ex.P-1 does not bear the signatures of the purchasers Pritam Singh, Beant Singh and Jaskaran Singh it cannot be said that the same was executed in Madhya Pradesh and that in fact authenticity of the alleged cancellation agreement is also yet to be verified and that the said cancellation document is not a registered document nor the same is notarized.

Having considered the rival contentions, I find that the entire case of the prosecution flows from the agreement Ex.P1, which as per the prosecution had been entered into amongst the parties. However, the very fact that the said agreement does not bear signatures of Pritam Singh, Beant Singh and Jaskaran Singh causes dent in the case of prosecution. I

further find that though the original of the cancellation agreement (Annexure P-2) is already with the police but there is nothing on record to show that the signatures of Pritam Singh and Jaskaran Singh as existing on the said document have been forged. Still further, I find that apart from the fact that the property in question is situated in Madhya Pradesh, a perusal of the agreement Ex.P1 shows that the same has been executed on stamp papers purchased from Madhya Pradesh, the agreement has been notarized by some notary of Madhya Pradesh, necessarily indicating that the document was executed in Madhya Pradesh. It would certainly be debatable as to whether FIR as lodged in State of Punjab would be maintainable or not. The documents in original have already been furnished by the accused to the Investigating Agency.

Having regard to the aforesaid facts and circumstances of the case, in my opinion it is a fit case for grant of anticipatory bail. Accordingly, the petitions merit acceptance and are hereby accepted. The interim directions are hereby made absolute subject to the condition that the petitioners shall make themselves available as and when directed by the Investigating Officer and would fully cooperate with the investigation.

It is however made clear that none of the observations made above shall be taken to be an expression on merits of the main case.

**(GURVINDER SINGH GILL)
JUDGE**

16.07.2018
Gaurav Sorot

Whether reportable?	Yes / No
Whether reasoned / speaking?	Yes / No