103.

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-34850-2018
Date of decision:14.08.2018.

HARBANS SINGH ... Petitioner

versus

STATE OF PUNJAB .... Respondent

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. Avnish Mittal, Advocate, for the petitioner.

HARI PAL VERMA, J.

Prayer in this petition filed under Section 438 Cr.P.C. is for grant of anticipatory bail to the petitioner-Harbans Singh in case FIR No.61 dated 09.06.2018 registered under Sections 406, 420, 120-B IPC at Police Station Amloh, District Fatehgarh Sahib.

The aforesaid FIR was registered against the petitioner and co-accused Bahadur Singh (who is son of the petitioner) at the behest of Paramjit Singh, President of Khanyan Multi Co-op. Agri. Service Society Limited, Khanyan (for short, 'the Society'). As per the FIR, petitioner along with his son obtained a loan of ₹49 lakhs from the Society after forging and fabricating documents. The petitioner, after mortgaging his land measuring 9 bighas 12 biswas, obtained a loan of ₹18 lakhs on 26.10.2015 at the interest rate of 1% per month and was required to repay the said loan within a period of 10 years. A mortgage deed dated 26.10.2015 in favour of the Society was also executed which was accompanied by jamabandi for the year 2013-14. Before the execution of mortgage deed, a copy of redemption certificate dated 26.10.2015 issued by the Sub Registrar, Amloh was produced. After completion of mortgage deed, an entry was effected by the

Manager Jaswant Singh in the revenue record on 26.10.2015. The petitioner applied for another loan of ₹18 lakhs to the Society and documents regarding mortgage deed vis-a-vis Charge certificate issued by the Sub Registrar, Amloh on 28.10.2015 were also produced along with the mortgage deed. The mortgage deed executed in favour of Society was witnessed by Dalbir Singh and Darshan Singh and rapat No.103 dated 30.10.2015 was also endorsed in the jamabandi. The petitioner applied for another loan of ₹13 lakhs to the Society against his land in a similar manner. However, the copies of jamabandi and the revenue record which were produced by the petitioner at the time of applying for the loan, no entry regarding any hypothecation or charge relating to the loan obtained from the Punjab National Bank, Khana, was there. He gave a self-declaration in favour of the Society to the effect that the mortgaged land was free from all encumbrances and believing the documents submitted by the petitioner, the Bank disbursed a loan of ₹49 lakhs at three different stages. Petitioner was required to deposit the record of utilization before the Society, for which, he submitted an affidavit dated 20.02.2017 to the Society with an assurance that he will make the payments of installments as per schedule. However, on 30.01.2018, when the Manager of the Society got issued another copy of jamabandi for the purpose of taking further necessary steps, it was found that rapat Nos.72 and 95 which were reflected in the revenue record with regard to redemption of land from mortgage against loan, were false entries whereas as per entry Nos.324 dated 25.03.2011 and 501 dated 12.08.2011 with regard to loan from Punjab National Bank were still standing against their names. In this manner, petitioner availed loan from the Society by fabricating documents.

Learned counsel for the petitioner has argued that the petitioner is 70 years of age, a senior citizen, having deep roots in the Society. The combined reading of the contents of FIR shows that total land mortgaged with the Punjab National Bank was 69 bighas and 18 biswas, whereas the land involved in the alleged loan taken from the complainant-Bank is 9 bighas and 18 biswas. Against the total loan obtained by the partnership firm M/s A.B. Diary, Punjab National Bank has also initiated recovery proceedings before the DRT, Chandigarh Bench, Chandiarh. The case is of a civil nature, but criminal colour has been given.

I have heard learned counsel for the petitioner.

The allegation against the petitioner is that he had availed loan from the Society by fabricating documents and used the description of the land which is already mortgaged with the Punjab National Bank. A huge amount was taken by the petitioner as a loan. Though the petitioner was offered to make the payment of outstanding amount, but counsel for the petitioner has offered that the petitioner is ready to deposit only ₹50,000/- which is too meagre an amount as against the total of ₹49 lakhs plus accrual interest thereon.

Accordingly, this Court finds that since the allegations against the petitioner are serious in nature as he had succeeded in availing the loan of an amount of ₹49 lakhs by forging and fabricating documents and has not paid any amount against the claim of the complainant, no ground for grant of anticipatory bail is made out.

Dismissed.

14.08.2018
sanjeev

(HARI PAL VERMA)
JUDGE

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