

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

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CRM-M No.3666 of 2018

Date of Decision: February 2nd, 2018

Jagjit Singh

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

Present: Mr. Paramjit Batta, Advocate
for the petitioner.

Mr. Kuldeep Singh, Senior Deputy Advocate General, Punjab.

Mr. Rajinder Kumar Singla, Advocate
for the complainant.

AUGUSTINE GEORGE MASIH, J. (ORAL)

Petitioner has approached this Court for grant of concession of anticipatory bail in FIR No.330 dated 28.12.2017 registered under Section 420 IPC at Police Station Nathana, District Bathinda.

Counsel for the petitioner contends that the petitioner, in the year 2013, borrowed a sum of ₹5 lakh from complainant-Surjit Singh son of Nachhatar Singh on interest and in lieu thereof, gave blank stamp papers worth ₹2,000/- to the complainant apart from 5-6 blank signed cheques as security for repayment of the loan amount. In February 2014, the loan amount was repaid along with interest but the blank signed stamp papers were not returned to him. Thereafter Ranjit Singh son of Harmail Singh, friend of petitioner-Jagjit Singh, needed ₹5 lakh and since he did not own any land in his name, could not obtain the loan from complainant-Surjit Singh son of Nachhatar Singh. Petitioner stood surety for him and the complainant retained the blank signed stamp papers as well

Complainant informed the petitioner as well as Ranjit Singh that he wanted to buy a car and asked them to purchase the same for him for an amount of ₹5 lakh in lieu of the advance loan of Ranjit Singh and he could repay the loan by paying off the equal instalments of the vehicle which could be taken on loan. The complainant stated that after the completion of the loan amount of the vehicle, blank signed stamp papers and the cheques would be returned. On 28.02.2014, said Ranjit Singh purchased a Hyundai Grand car in his name and handed it over to the complainant, who is using the same till date, whereas the EMIs have been paid off by Ranjit Singh to Kotak Mahindra Prime Limited (financial institution). Despite that, blank stamp papers and cheques have not been returned by the complainant by stating that the same have been misplaced by him. Believing the complainant, they have not taken any receipt thereof. Petitioner has been shocked to know that an agreement to sell has been executed by the petitioner in the name of the complainant and as advance, he has received ₹34 lakh. This the counsel for the petitioner contends is false and fabricated agreement to sell of his land which has been prepared by the complainant on blank papers which were received by him from the petitioner in the year 2013 when loan of ₹5 lakh was taken from him which has already been returned. He, therefore, prays that the allegations against the petitioner are totally false and in any case, the petitioner is ready and willing to join the investigation and cooperate with the same.

This contention of learned counsel for the petitioner is vehemently opposed by the counsel for the complainant and the counsel for the State who assert that the story, which has been projected by the petitioner, is a concocted one. As a matter of fact and as per the FIR,

petitioner-Jagjit Singh entered into an agreement to sell of his 18 kanals of land on 17.12.2013 with complainant-Surjit Singh son of Nachhatar Singh for which he received ₹34 lakh. The sale deed was to be executed on 06.08.2016 after the partition of the land and on receipt of the remaining amount of ₹2 lakh. As the partition could not be completed, the sale deed could not be executed on 06.08.2016 and, therefore, the date for execution of the sale deed was extended to 26.07.2017 by receiving ₹1 lakh more. On this date, petitioner did not turn up before the Joint Sub Registrar, Nathana, while the complainant got himself marked present and got attested his affidavit in this regard from the Joint Sub Registrar, Nathana. On inquiry, the complainant came to know that in the revenue record, there is an entry made that the land cannot be sold as there is a stay granted by a Court. Further inquiry indicated that the petitioner, after having entered into an agreement to sell with the complainant, had got executed another agreement to sell dated 03.06.2014 in respect of the same land with one Balkaran Singh son of Jagdev Singh for a sum of ₹40 lakh. As per the said agreement, the sale deed was to be executed in favour of Balkaran Singh by 01.06.2015. When Jagjit Singh failed to get the sale deed executed on 01.06.2015 in favour of Balkaran Singh, he filed a civil suit against the petitioner, where an order of stay has been passed which entry is reflected in the revenue records. They assert that the petitioner has cheated the complainant to the tune of ₹35 lakh and his intention can be gauged from the fact that once he had already entered into an agreement to sell with the complainant on 17.12.2013 and had received a sum of ₹34 lakh and further had got the period of execution of sale deed extended to 26.07.2017 and had

as prayed for.

I have considered the submissions made by the counsel for the parties.

The contentions of learned counsel for the petitioner cannot be accepted as the story which has been carved out is not supported by any documentary evidence. Further the allegations as spelt out from the FIR which have been recorded leave no manner of doubt that indeed the petitioner has cheated the complainant. As far as his assertions that blank papers were obtained by the complainant from the petitioner and there was no agreement to sell, the same also cannot be accepted in the light of the fact that a photocopy of the agreement to sell has been produced in Court, wherein the signature of the petitioner is available, not only on the agreement to sell but also on the writing where the period to execute the sale deed has been extended. By the bare naked eye when the signatures of the petitioner on the power of attorney in this case given to the counsel and that of the agreement to sell and the writing of extension for execution of the sale deed are compared, they appear to be of the same person. The contention thus of the counsel for the petitioner that he had not executed the agreement to sell with the complainant, *prima facie* cannot be accepted. Huge amount has been pocketed by the petitioner not only from the complainant but from Balkaran Singh also with whom he has entered into another agreement to sell dated 03.06.2014 for the same piece of land as in the case of the complainant, with whom agreement to sell is prior in time i.e. 17.12.2013. In the consideration of this Court, custodial interrogation of the petitioner may be required in the facts and circumstances of the case. The petitioner is thus not entitled to the

concession under Section 438 Cr.P.C. and, therefore, the present petition stands dismissed.

Any observation made hereinabove shall have no bearing on the merits of the case and are mere tentative in nature.

February 2nd, 2018
Puneet

(AUGUSTINE GEORGE MASIH)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No