

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M- 4697 of 2018

DATE OF DECISION: FEBRUARY 22, 2018

JOGA SINGH

...PETITIONER

VERSUS

STATE OF PUNJAB

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU.

PRESENT: MR. DAMANJEET BHORIWAL,
ADVOCATE FOR THE PETITIONER.

MR. AMITOJ DHALIWAL, DAG, PUNJAB.

MR. RAJESH KAPILA, ADVOCATE
FOR THE COMPLAINANT.

MAHABIR SINGH SINDHU, J.

The present petition has been filed under Section 438 Cr.P.C.
for grant of anticipatory bail in FIR No.02 dated 3.1.2018 under Section 420
IPC, registered at Police Station Kulgarhi, District Ferozepur.

Learned counsel for the petitioner contended that the petitioner
has been falsely implicated in the present case. As the petitioner and the
complainant were known to each other and under good faith to get
sanctioned a loan from the bank in favour of the petitioner for his new
business, the complainant got the signatures of the petitioner on some blank
papers and forged the same into agreement to sell of 3 kanals of land of the
petitioner in favour of the complainant.

Learned State counsel as well as learned counsel for the
complainant, however, vehemently opposed the bail application moved by
the petitioner. Learned counsel for the complainant submitted that it was

only the petitioner who executed an agreement to sell and took ₹2,00,000 (Two lakhs) as token from the complainant, but fraudulently got executed the sale deed in favour of one Karamjit Kaur.

Heard learned counsel for the parties.

The petitioner is not disputing his signatures on the agreement. His stand is that the complainant obtained his signatures on blank papers and the same were converted into agreement to sell, but the petitioner has failed to show any document that he made any complaint in this regard before any Authority. It is only when the present FIR was registered against the petitioner, the fabrication of alleged agreement has been projected. The FIR in the present case was registered only after due inquiry into the matter, finding correctness in the statement made by the complainant. Since the matter involves financial transaction between the parties, as the petitioner is alleged to have taken ₹2,00,000/- (Two lakhs) from the complainant as token in lieu of execution of sale deed of his 3 kanals of land in his favour and later on which was sold to third party. Therefore, custodial interrogation of the petitioner is just and necessary to elicit the relevant information and material.

In view of the above, this Court finds no reason to grant anticipatory bail to the petitioner and the same is accordingly, dismissed.

February 22, 2018
Gulati

(MAHABIR SINGH SINDHU)
JUDGE

Whether Reportable : Yes

Whether Speaking/Reasoned : Yes