

Jarnail Singh

....Petitioner

Versus

U.T., Chandigarh

....Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN**Present:** Mr. R.K. Gautam, Advocate
for the petitioner.Mr. Sukant Gupta, Additional Public Prosecutor
for U.T., Chandigarh.**ARVIND SINGH SANGWAN, J.**

Prayer made in the petition is for grant of anticipatory bail to the petitioner in the case arising out of FIR No.14 dated 17.1.2019 under Sections 420 and 506 IPC registered at Police Station, Industrial Area, Chandigarh against the petitioner.

Counsel for the petitioner submits that as per the allegations in the FIR, the complainant has alleged that the petitioner has entered into an agreement to sell dated 5.1.2015 for full and final payment of Rs.16,50,000/- and on receiving the amount, he has executed a receipt. The petitioner also executed GPA and a Will in favour of the complainant alongwith an affidavit in which it was stated that the petitioner is the owner of House No.1552/2, Sector 30, Chandigarh. It is further stated in the FIR that, later on, the complainant came to know that the Sub Divisional Judicial Magistrate (East) in exercise of the power of Estate Officer under the Public Premises Act, has passed an order of eviction against the petitioner and one Balbir Singh, who was the original allottee of the house and on coming to know this fact the complainant found that the petitioner has, in fact, played a fraud with the complainant by inducing him to part away the amount of Rs.16,50,000/- qua a property which was not owned by the petitioner and has further executed various

documents, like agreement to sell, GPA and Will in favour of the complainant without being owner of the property, knowing well that the said house was allotted to one Balbir Singh and was resumed by the Chandigarh Administration and, thereafter, even eviction order was passed.

Counsel for the petitioner has argued that, in fact, the petitioner has submitted an affidavit and a complaint to the police on 9.8.2017 stating that he had only allowed the complainant to stay in the house and the complainant had obtained his signatures on certain documents for the purpose of resumption of the house which were, later on, used for preparing the agreement to sell, GPA and Will. Counsel for the petitioner further submit that the petitioner is ready to join the investigation and face the trial.

In reply, the learned counsel for the U.T., Chandigarh, on instructions from HC Mohinder Pal, Police Station Industrial Area, Chandigarh has opposed the prayer.

It is submitted that on 19.1.2005, the Chandigarh Administration cancelled the lease in favour of Balbir Singh. Thereafter, his appeal was dismissed by the appellant authority on 3.8.2005 and his revision was dismissed on 15.5.2006. The petitioner, who was staying in the house taking undue benefit and by posing himself to be the owner of the house has played a fraud with the complainant and has obtained an amount of Rs.16,50,000/- as sale consideration by executing the aforementioned agreement to sell, GPA and Will and an affidavit in which it is stated that the petitioner is the owner of the property, whereas, this was factually wrong and the documents were prepared with an intention to cheat the complainant.

Learned State counsel for U.T., Chandigarh has further stated that it has been verified from the office of the Estate Officer that the original allottee is one Balbir Singh and the petitioner never remained owner of the property.

After hearing counsel for the parties, I find no ground to grant anticipatory bail to the petitioner.

A perusal of the agreement to sell dated 5.1.2015, GPA and affidavit of the petitioner alongwith Will executed by the petitioner in favour of the complainant show that these are not Notorised documents which bear the photograph of the petitioner and he has even executed a receipt alongwith the agreement to sell, which is witnessed by two persons as an acknowledgment of receiving the amount of Rs.16,50,000/-. Since he is not the owner of the house and has projected himself as such by executing the said documents and has induced the complainant to part away huge amount with an intention to play fraud and cheat him, considering the serious allegation in the FIR, I find no ground to grant the concession of anticipatory as the custodial interrogation of the petitioner is required.

The petition is, accordingly, dismissed.

(ARVIND SINGH SANGWAN)
JUDGE

February 22, 2019
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Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No