

**In the High Court for the States of Punjab and Haryana
At Chandigarh**

CRM-M-25208-2019 (O&M)
Date of Decision:- 31.5.2019

Divey Sidhu Dhamija

... Petitioner

Versus

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. R.S.Cheema, Senior Advocate with
Mr. R.K.Trikha, Advocate, for the petitioner.

Ms. Aditi Girdhar, AAG, Haryana.

Mr. Akshay Jindal, Advocate, for the complainant.

GURVINDER SINGH GILL, J.

1. Petitioner-Divey Sindhu Dhamija, seeks grant of anticipatory bail in respect of a case registered against him vide FIR No.183, dated 13.2.2019, registered at Police Station Sadar, Karnal, under Sections 406, 420, 465, 467, 468, 506 IPC.
2. The FIR was lodged at the instance of Sunaina Rajpal and others, wherein it has been alleged that in the year 2010, Raj Kumar Juneja represented that 'J.D.Green', a township being developed by M/s J.D. Universal Infra, has all the requisite sanctions and licences for developing such township and the complainants being taken in by the said representation entered into an agreement to purchase 8 plots, total measuring 4000 Sq. Yards

approximately. It is alleged that Inderjit Dhamija, Divey Dhamija (Officiating Officer-cum-Manager) and Ashwani Dhamija, were the Directors and Managers of M/s J.D. Universal Infra. The complainants initially paid an amount of ₹ 1 crore in cash and thereafter paid another amount of ₹ 2.6 crores in cash as well as through cheques. It has further stated therein that in the year 2014 a “buyer-seller agreement” (Letter of Provisional Allotment) was also executed on 5.8.2014, duly signed by Raj Kumar Juneja. It is further alleged that while six sale deeds were executed, an assurance was given that the remaining two shall also be executed. The said sale deeds were registered vide sale-deed nos. 544, 545, 546, 4808, 4809 and 4840.

3. The complainants have alleged in FIR that despite they having requested accused several times for handing over possession of the plots which had been sold to them, the possession was not handed over. It is further alleged that even the sale deeds in respect of the remaining two agreements were not executed and rather, on the other hand, the Director of M/s J.D. Universal Infra i.e. Sh. Inderjit Dhamija got one FIR lodged i.e. FIR No.29, dated 8.1.2019, at Police Station Karnal Sadar, District Karnal, under Sections 420, 465, 467, 468 and 471 IPC through Charan Singh s/o Ranbir Singh wherein Charan Singh claimed himself to be the owner in possession of plots No.161, 162 and 163 i.e three out of the six plots sold to complainants. The complainants further alleged that now they have come to know that the company M/s J.D. Green while selling the plots to the complainants in the year 2010 did not even possess any licence or any Layout Plan and had thus cheated the complainants and usurped an amount of ₹ 3.6 crores by fraud

and cheating and were now bent upon blackmailing and threatening the complainants.

4. Learned counsel for the petitioner has submitted that a false FIR has been lodged by the complainant which is in fact a counter blast to FIR No.29, dated 8.1.2019 lodged at Police Station Karnal Sadar, District Karnal, under Sections 420, 465, 467, 468 and 471 IPC. It has further been submitted that in fact, it is Raj Kumar Juneja who is the real culprit and who had in fact executed the three of the sale deeds in question without the knowledge of the petitioner or of the Directors of the company. The learned counsel has further submitted that the petitioner was not a Director of the company in question so as to be held responsible in any manner and that even if all the allegations levelled in the FIR are taken to be correct, the same at best would constitute a civil liability pertaining to either specific performance of the alleged 'agreement to sell' in respect of the two plots or as regards of possession in respect of the six plots, allegedly purchased by the complainants and by no stretch of imagination any criminal offence can be said to be made out so as to justify custodial interrogation of the petitioner.
5. Opposing the petition, learned State counsel, assisted by learned counsel for the complainant has submitted that the petitioner is specifically named in the FIR wherein apart from Raj Kumar Juneja, three persons have been named as the company Directors and Managers i.e. Sh. Inderjit Dhamija, Divey Dhamija (Officiating Officer-cum-Manager) and Ashwani Dhamija. It has been submitted that all the aforesaid three accused are close relatives and had jointly cheated the complainants of huge amount. Learned State counsel has pointed out that all the six sale deeds executed in the year 2016 had been

executed through Raj Kumar Juneja who had been duly authorized by the company and in these circumstances it does not lie in the mouth of the petitioner to deny execution of three of the sale deeds while the other three are being admitted when infact all the six have been executed in the same manner by the same person i.e Raj Kumar on the basis of the same authorization resolution dated 13.11.2015 in his favour. It has further been pointed out that in any case since it has been admitted in the petition that the petitioner remained one of the Directors of the company w.e.f. 21.1.2011 to 13.1.2016, therefore, admittedly the petitioner was a Director at the time of entering into initial agreement in 2011 and at the time of “buyer-seller” agreement in 2014 and also at the time of authorisation in favour of Raj Kumar in 2015 . It has further been submitted that the petitioner, in any case has been actively involved and associated with affairs of M/s J.D. Universal Infra throughout and several transactions other than the transactions in dispute in the present case had been effected through him.

6. I have considered rival submissions addressed before this Court. As far as the contention of the petitioner that he is not a Director of the company and cannot be held liable in any manner is concerned, this Court is unable to accept the same, since his name specifically figures in the FIR wherein in the year 2010 he is referred to as Officiating Officer-cum-Manager and who is none else but son of the co-accused and he and other two co-accused namely Inderjit Dhamija and Ashwani Dhamija belong to the same family. In any case, since the petitioner himself admits in this petition admits that he remained a Director w.e.f. 21.1.2011 to 13.1.2016, he cannot turn around and say that while he admits execution of only three sale deeds but denies

remaining three when in fact all the six sale deeds were executed in same manner through same authorised person Raj Kumar on the basis of same authorisation resolution dated 13.11.2015.

7. It is the specific case of the complainant that the representation held out by Raj Kumar Dhamija in the year 2010 that J.D.Greens township project has all the requisite licences and permissions was in fact a false representation as the company did not have requisite permissions etc. as on the said date and it was on account of the false representation that the complainants had invested money. Nothing has been shown by the petitioner that as on 2010, J.D.Greens did have the requisite permissions and sanctions for developing the township in question. Further, since despite the alleged sale deeds, possession is not stated to have been handed over and nor the remaining two sale deeds have been executed, the allegations clearly show that the accused have duped the complainants of huge amount.
8. Although, during the course of arguments learned counsel for the petitioner also referred to one sale deed dated 24.9.2013 stated to have been executed by the company, in favour of Varinder Rajpal in respect of 21 kanals 1 marla, the said sale deed cannot be part of the agreements executed in the year 2010, which was in fact for a land measuring 4000 Sq. Yards(8 kanals appx.) only, whereas the aforesaid sale deed of 2013 is of a much larger piece of land and is apparently a different transaction and not related to the said 8 plots in dispute. During the course of arguments, the learned State counsel also apprised that the petitioner is in fact has cheated a large number of persons in identical manner and as many as 15 FIRs have been lodged. The details of said FIRs is as follows:

Sr. No.	FIR No. and Date	Under Section(s)	Police Station
1.	1328, Dated 16.11.2018	120-B, 420 IPC, U/s 10 of HD & Reg. Of Urban Area Act, 1975	Karnal Sadar
2.	958, Dated 19.11.2018	406, 420, 506 IPC	Karnal Civil Lines
3.	1471, Dated 19.12.2018	120-B, 406, 420 IPC	Karnal Sadar
4.	15, Dated 7.1.2019	120-B, 420, 506 IPC	Karnal Sadar
5.	16, Dated 7.1.2019	420, 465, 467, 468 IPC	Karnal Sadar
6.	36, Dated 14.1.2019	120-B, 406, 420 IPC	Gharaunda (Karnal)
7.	49, Dated 15.1.2019	420, 465, 467, 468 IPC	Karnal Sadar
8.	68, Dated 19.1.2019	420, 406 IPC	Karnal Sadar
9.	155, Dated 7.2.2019	120-B, 379, 427 IPC	Karnal Sadar
10.	183, Dated 13.2.2019	406, 420, 465, 467, 468, 506 IPC	Karnal Sadar
11.	154, Dated 21.2.2019	120-B, 406, 420 IPC	Karnal Civil Lines
12.	210, Dated 22.2.2019	420, 465, 466, 468, 471 IPC	Karnal Sadar
13.	211, Dated 22.2.2019	420, 465, 466, 467, 468, 471 IPC	Karnal Sadar
14.	212, Dated 22.2.2019	420, 456, 466, 467, 468, 471, 120-B, 506 IPC	Karnal Sadar
15.	369, Dated 4.4.2019	420, 406, 506 IPC	Karnal Sadar

9. In view of the aforestated position, wherein the petitioner is found to be part and parcel of M/s. J.D. Universal Infra and accused have not delivered as had been agreed and are prima-facie found to have duped the complainants of the amount by holding out false representations and while noticing that a large number of FIRs have been lodged against the petitioner, this Court does not find any special case for grant of anticipatory bail.

10. The petition is sans merit and is hereby dismissed.

May 31, 2019
mohan

(GURVINDER SINGH GILL)
JUDGE

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No