

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

CRM-M-27339-2019(O&M)

Date of decision : 24.10.2019

Atul Khullar

...Petitioner

Versus

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Bhawesh Chaudhary, Advocate for the petitioner.

Mr. Bhupender Beniwal, AAG, Punjab alongwith
SI Ajit Singh.

Mr. V.S. Rana, Advocate for the complainant.

ANIL KSHETARPAL, J. (ORAL)

Petitioner prays for grant of anticipatory bail in FIR No.338 dated 12.06.2019 registered under Sections 420, 448, 467, 468, 471, 120-B of the Indian Penal Code at Police Station Palam Vihar, Gurugram.

As per allegations, property belongs to Mrs. Elizabeth Irene Sequeira and petitioner was occupying the property as a tenant and thereafter petitioner-tenant has set up an agreement to sell in his favour. First informant-owner claims that on the date the alleged agreement to sell was entered into, she was not in India.

On 26.06.2019, while noticing contention of learned counsel, following order was passed:-

“Learned counsel for the petitioner contends that an agreement to sell dated 24.08.2018 (Annexure P-2) was executed between the petitioner and the complainant for sale of her property in question before the Notary Public in presence of a witness, namely, Manoj Kumar Sethi, who is neighbour of the petitioner. He further submits that the petitioner, thereafter, also sworn an affidavit dated 20.12.2018 (Annexure P-3) expressing his willingness to comply with his part of the agreement to show that he is ready and willing and has the financial worthiness to comply with the terms of the agreement.

Learned counsel for the petitioner further submits that the petitioner also caused a legal notice to the complainant asking her for specific performance of her part of the contractual obligation. However, as a counter blast, the petitioner has got an FIR instituted against him in order to deprive him of the advance payment of ₹10 lakhs already paid to the complainant. He further submits that the bonafides of the petitioner are borne out from the documents executed prior to the FIR vis agreement to sell, affidavit and the legal notice. He further contends that in the event the petitioner had forged or tried to forge the signatures of the complainant, he would not have indulged into the overt acts of deposing an affidavit as well as causing legal notice of specific performance.

Notice of motion for 25.07.2019.

In the meanwhile, no coercive steps shall be taken qua the petitioner pursuant to FIR No. 338 dated 12.06.2019 registered under Sections 420, 448, 467, 468, 471 and 120-B of Indian Penal Code at Police Station Palam Vihar, Gurugram.”

On 25.07.2019, after hearing learned counsel for the parties,

following order was passed:-

“Learned counsel for the petitioner submits that the original agreement to sell allegedly bears signatures of Ms.Elizabeth Irene Sequeira, aged 64 years. The investigating officer is requested to get the same examined from Handwriting and Fingerprint Expert and inform the Court about its result. The petitioner is directed to hand over original agreement to sell to the investigating officer.

Adjourned to 09.08.2019.

Head of Forensic Science Laboratory, Madhuban, is requested to immediately get the document examined and furnish report to the investigating officer.”

Report of Regional Forensic Science Laboratory, Bhondsi, Gurugram, Haryana has been received opining that signatures of the first informant on the alleged agreement to sell do not match with her standard signatures.

In view thereof, this Court is not inclined to grant concession of pre-arrest bail.

Accordingly, the present petition is dismissed.

24.10.2019

Pawan

**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No