

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-37548 of 2019

Date of Decision: 18.11.2019

Nirmal Singh

.....Petitioner

Vs.

State of Haryana and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE AMOL RATTAN SINGH

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

Mr. Navdeep Saini, A.A.G., Haryana.

Mr. Gaurav Jain, Advocate,
for the complainant.

AMOL RATTAN SINGH, J. (ORAL)

The petitioner having been ordered to be admitted to interim anticipatory bail vide an order passed on 06.09.2019, on the basis of contention raised on that day (as recorded in that order), subsequently on 16.10.2019, the following order was recorded:-

“Learned State counsel on instructions from the police official who is present in Court today to assist him, submits that though the petitioner has joined investigation, he is not co-operating, inasmuch as he is not furnishing his specimen signatures for comparison with the signatures on the document in question, i.e. the document by which the date for execution of a sale deed was extended till 05.06.2019 (as per the case of the complainant).

Learned counsel for the complainant submits that as a matter of fact he has already got the signatures of the petitioner (as are on that

document) compared with the standard signatures on the agreement of sale, which signatures in any case the petitioner does not deny.

Without making any comment on the merits of what is contended on either side, the Superintendent of Police, Fatehabad, is directed to ensure that the standard signatures of the petitioner as are available in his bank account, are got compared with both, the signatures on the agreement of sale as also on the document in question shown to be extending the date for execution of the sale deed. The Director of the Forensic Science Laboratory, Madhuban, is also directed to ensure that the report with regard to such comparison submitting to the investigating agency before the next date of hearing before this Court.

Adjourned to 18.11.2019.

In the meanwhile, the interim order would continue to enure subject to the petitioner disclosing all his bank accounts to the investigating agency by the day after tomorrow, i.e. 18.10.2019.”

Today, upon query to learned State counsel, he submits that as per the report of the Forensic Science Laboratory, the signatures on the document showing the extension of the date of execution of the sale deed, were not found to be matching with the standard signatures of the petitioner.

He however submits that the petitioners' custodial interrogation is still required as he is not getting the money paid by the complainant recovered.

Learned counsel for the petitioner, on the other hand, submits that once, at least as per the report of the FSL, the petitioners' signatures are not found to be matching on the aforesaid document, the question to be determined would be as to whether it was he who had dishonoured the agreement between the parties, or it was the complainant himself who was unable to pay the money and therefore did not honour it. Consequently, there would be no ground for the arrest of the petitioner.

Learned counsel for the complainant counters the aforesaid arguments by producing in court bank statements as regards the money available with him on 06.06.2019, with the total amount available on that date shown to be approximately Rs.1,11,00,000/- in two banks, i.e. the AXIS Bank and the Central Bank of India.

He therefore submits that with the shortfall of the entire consideration to be paid being only Rs.7,00,000/- on 06.06.2019, obviously the complainant was willing and ready to execute the sale deed on that date and consequently it is the petitioner who is backing out of the agreement and thereby cheating the complainant.

Having considered the matter, with the Forensic Science Laboratory's report being as aforesaid, but without making any comment on the correctness thereof or otherwise, in the opinion of this Court, at this stage at least it would need to be determined whether the petitioner dishonoured the agreement between the parties due to a malafide intent, or it was the complainant who did not honour it on time, which would be a matter of further investigation and subject to any civil suit that the complainant may institute as regards specific performance of any agreement.

Consequently, without making any further comment, the order passed on 06.09.2019 is made absolute, with the petition disposed of.

November 18, 2019
dinesh

(AMOL RATTAN SINGH)
JUDGE

Whether speaking/reasoned
Whether Reportable

Yes
No.