

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-46330-2019
Date of decision: 05.11.2019

Ramesh

... Petitioner

Vs.

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. D.S. Virk, Advocate
for the petitioner.

Mr. Naveen Sheoran, DAG, Haryana.

Mr. J.S. Thind, Advocate
for the complainant.

ARVIND SINGH SANGWAN, J. (ORAL)

Prayer in this petition is for grant of regular bail in FIR No.81 dated 21.03.2018 under Sections 420, 467, 468, 471, 120-B IPC, registered at Police Station Rania, District Sirsa.

Brief facts of the case are that Sub Divisional Magistrate, Ellenabad got the present FIR registered against petitioner Ramesh and other accused persons, with the allegations that on a direction given by the District Collector, Sirsa, an inquiry was conducted regarding an agreement to sell dated 14.10.1997 and in the inquiry, it was found that the said agreement is a forged

document. This agreement to sell was produced by Bhodd Singh, petitioner Ramesh and Khushal Singh and Balbir Singh and the stamp paper No.3833 dated 14.10.1997 was not obtained from the State Treasury of Tehsil Rania.

Learned counsel for the petitioner has argued that father of the petitioner, namely Khushal Singh and co-accused Bhodd Singh had purchased 20 kanals 12 marlas of land from Om Kumari through her General Power of Attorney Amar Lal, in the years 1982, 1983 and 1986. Thereafter, they again purchased 24 kanals 12 marlas of land from her through her GPA Amar Lal and executed the disputed agreement to sell dated 14.10.1997, after making full and final payment. It is further argued that father of the petitioner Khushal Singh and co-accused Bhodd Singh were in possession of the aforesaid land and after death of his father, now the petitioner along with others is cultivating the same. It is next argued that the dispute arose, when Om Kumari through her GPA Amar Lal, had sold the land in favour of Jaswinder Kaur and Gurwant Kaur vide sale deed No.863 dated 26.05.2011. Learned counsel further submits that the petitioner had filed a civil suit challenging the said sale deed in the year 2015 and later on, the complainant party filed a petition for eviction on Form 'L' before the Sub Divisional Officer (Civil) and an eviction order was passed against the petitioner and others, which was upheld upto the Court of Financial Commissioner, Haryana. During pendency of those proceedings, the District Collector, Sirsa had marked an inquiry to verify validity of the agreement to sell dated 14.10.1997 and during the inquiry, it was found that the same is a forged document and the present FIR was registered.

Learned counsel for the petitioner has further submitted that the petitioner has filed CWP-22379-2019, challenging the eviction, in which order

of status quo has been passed on 27.08.2019. It is also submitted that father of the petitioner Khushal Singh was the signatory and the petitioner is not signatory of the agreement to sell and he is in custody since 06.08.2019 and therefore, no purpose will be served in keeping him behind the bars.

In reply, learned State counsel, assisted by learned counsel for the complainant and on instructions from SI Jagdish Rao, has, however, opposed the prayer for bail. It is argued that after due verification about the alleged agreement to sell dated 14.10.1997, the FIR was registered, as it was found that stamp paper, on which the aforesaid agreement was prepared, was never issued from the State Treasury, therefore, the agreement is a fake document.

Learned counsel for the complainant has argued that the agreement was prepared later on just to create the defence. It is submitted that at the time of filing of the civil suit by the petitioner and others and while setting up a defence in the eviction proceedings, this agreement to sell was never produced from 2012 till 2015 and therefore, it was a suspicious document. It is further submitted that description of the land given in the agreement was not there in the jamabandi for the year 1998-1999, which was in existence at that time. The khasra numbers given in the agreement were incorporated in the revenue record subsequent to the date of agreement, which also shows that it was a fake and fabricated document. It is also argued that agreement to sell was produced, for the first time by the petitioner, in an appeal before the District Collector, Sirsa, after an order of eviction was passed by the Sub Divisional Officer (Civil) and that is why, the inquiry was marked by the District Collector.

Learned counsel has further submitted that prima facie, it is apparent that the petitioner is a beneficiary of the agreement to sell, as he not

only has tried to set up the title of the land in dispute, but he admitted his father and co-accused Bhodd Singh to be tenant over the property and even during pendency of the civil suit, which was filed praying for a decree of permanent injunction, not to evict the petitioner from the land in dispute, except in due course of law being tenant, the said agreement was never relied upon. It is thus argued that the agreement to sell is a forged document, prepared with back date, on a fake stamp paper and therefore, prima facie, offence under Sections 420, 467, 468, 471, 120-B IPC is made out.

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

- (a) It is apparent that on the direction of District Collector, Sirsa, an inquiry was conducted by Sub Divisional Magistrate regarding validity of the agreement to sell dated 14.10.1997 and it was found that stamp paper was never issued by the State Treasury of Tehsil Rania, District Sirsa.
- (b) The petitioner could not demonstrate that the khasra numbers, which are mentioned in the agreement, were reflected in the revenue record pertaining to the said period, as these numbers came in existence subsequently, which also prima facie shows that this agreement is a fake document.
- (c) Even otherwise, the petitioner could not dispute that in the initial proceedings i.e. civil suit as well as eviction petition, he had not produced this agreement to sell and rather, it was set up subsequently during pendency of an appeal, which raises a suspicion.

In view of the above, finding no ground to grant to regular bail to the petitioner, present petition is dismissed.

[ARVIND SINGH SANGWAN]
JUDGE

05.11.2019
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Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No