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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

(Through Video Conferencing)

CRM-M-14547-2020

Date of Decision: October 12, 2020

Dinesh Dua

.....Petitioner

Versus

State of Punjab

.....Respondent

CORAM: HON'BLE MS.JUSTICE NIRMALJIT KAUR

Present: Mr.K.S.Dadwal, Advocate
for the petitioner.

Mr.I.P.S.Doabia, Addl.A.G., Punjab.

Mr.Rishabh Gupta, Advocate
for the complainant.

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NIRMALJIT KAUR, J.

The present petition filed under Section 438 Cr.P.C. is for grant of anticipatory bail to the petitioner in case FIR No.03 dated 23.05.2020, under Sections 420, 465, 468, 471 IPC, registered at Police Station NRI, District Hoshiarpur.

A complaint was filed by Inder Mohan Singh alleging that petitioner-Dinesh Dua represented himself that he had knowledge of sale and purchase of land. Accordingly, he was given separate power of attorneys by owner Parveen Pabla and Kunal Mohan Singh in the year 2013, which was sent from America. On the basis of these power of attorneys, the petitioner sold the land by establishing a colony. However, no sale consideration was given to them and the petitioner started putting off the

matter on one pretext or another. Both the power of attorneys were cancelled on 21.01.2018 but in spite of the same, the petitioner kept selling the land.

While granting interim bail, a Coordinate Bench of this Court passed the following order on 09.06.2020.

“After hearing learned counsel for the parties, first thing which requires to be enquired into by the police is, whether the petitioner has given Rs. 1,40,00,000/- to Inder Mohan Singh as per receipt (Annexure P3), which is in the writing of Inder Mohan Singh.

Learned counsel for the complainant is denying that any payment has been received by the complainant.

Learned counsel for the petitioner states that the petitioner will go to the police station and make an attempt to resolve the issue.

Learned State counsel seeks time to clarify, whether receipt is genuine or not.

Adjourned to 18.06.2020.

Till the next date of hearing, petitioner shall not be arrested. It is clarified that if, no attempt is made by the petitioner to resolve the dispute, the anticipatory bail application will be dismissed.”

Thereafter, another order dated 18.06.2020 was passed, which reads thus:

“To take the order dated 09.06.2020 forward, the following directions are issued:

- (i) The investigating agency will enquire, whether the petitioner has given Rs.1,40,00,000/- to Inder Mohan Singh as per receipt (Annex P-3).
- (ii) To make the enquiry fruitful, both the petitioner-Dinesh Dua and the complainant-Inder Mohan Singh shall appear before the Investigating Officer

on 22.06.2020 at 11.00 AM. Both the parties will bring alongwith them any other evidence they have which might be helpful to the police to get to the truth of the transaction/s. It will be open to the police to call both these persons as deemed necessary to elucidate the truth. The petitioner shall cooperate with the police and so will Inder Mohan Singh.

Thereafter, the police shall submit its report to the Court a day prior to the date fixed for hearing with copies to Mr. Dadwal, Mr. Gupta and to the learned Law Officer representing the State of Punjab.

List again on 26.06.2020.”

In pursuance to the above orders, the petitioner is stated to have handed over a receipt to the police showing that he had paid Rs.1,40,00,000/- to complainant Inder Mohan Singh way back in the year 2013. It is further stated by learned counsel for the petitioner that he did not sell any land after cancellation of power of attorneys.

Affidavit of Harbhajan Singh PPS, Deputy Superintendent of Police (NRI), Sub-Division, Jalandhar has been filed stating therein that the petitioner has not been able to produce any evidence to prove the receipt of Rs.1,40,00,000/-. The said receipt, as produced by the petitioner, does not bear the signature of any person. The petitioner did not even produce the original of Annexure P-3, the alleged receipt. It also does not show that the said amount was paid to the complainant. There is no mention of any date, detail of property, place, name of the receiver, name of the person giving the payment. Even Parveen Pabla and Kunal Pabla had sent an email stating therein that they have not received any amount regarding sale of property in

question from the petitioner. As per the affidavit, SIT was constituted on the asking of the petitioner-accused and till date, no material has been placed on record by the petitioner to show that any amount was paid by him or that the said receipt is issued by the complainant or whether the said receipt is with respect to the property, which has been sold by the petitioner on the basis of the power of attorneys given by Parveen Pabla or Kunal Pabla. It is, therefore, apparent that the petitioner is dodging the police and has not been able to substantiate his claim that he has given the money, i.e. the sale consideration received by him to the owner. The transaction of such a heavy amount to an NRI could have only been done through a Bank. There is nothing on record. The alleged receipt too is surrounded with suspicion and the petitioner has not given any satisfactory response. In fact, the petitioner has also not made any effort to resolve the dispute. Therefore, the anticipatory bail deserves to be dismissed in terms of the interim order dated 09.06.2020 passed by a Coordinate Bench, wherein it was clarified that in case no attempt is made by the petitioner to resolve the dispute, the anticipatory bail would be dismissed.

The petitioner having failed to settle the dispute in spite of an opportunity having been granted to him by way of an interim bail and his failure to show that he had paid the original consideration amount received by him on their behalf as attorney holder, the present petition for grant of anticipatory bail is dismissed being devoid of any merit.

October 12, 2020
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(NIRMALJIT KAUR)
JUDGE

1. Whether speaking/reasoned ?
2. Whether reportable ?

Yes/No
Yes/No