

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

Sr. No.207

**CRM-M-19036-2020
Date of decision : 26.8.2020**

Jagpreet Singh

..... Petitioner

VERSUS

State of Punjab

..... Respondent

CORAM: HON'BLE MR. JUSTICE SUDHIR MITTAL

Present: Mr. Aman Pal, Advocate, for the petitioner.

Mr. Ramdeep Pratap Singh, DAG, Punjab.

Mr. Naveen Sharma, Advocate, for the complainant.

SUDHIR MITTAL, J. (Oral)

Reply dated 25.8.2020, has been submitted on behalf of the complainant. The same is taken on record.

The petitioner seeks anticipatory bail in case FIR No.19 dated 9.2.2020, registered at Police Station Model Town, District Police Commissionerate, Ludhiana, under Section 420 IPC.

Learned counsel for the petitioner submits that pursuant to order dated 17.7.2020, petitioner has joined the investigation and has been cooperating therewith. This is not disputed by the learned counsel for the State.

Despite the above submissions, learned counsel for the complainant opposes the prayer for confirmation of order dated 17.7.2020. He submits that the petitioner is a very influential person. Cheating is clearly made out as the police investigation shows that the property in dispute was mortgaged with a bank and that on 20.3.2017, the petitioner had given in writing in the presence of witnesses that he would get the sale deed registered on 7.7.2018 after redeeming the property. He also issued cheques amounting to

Annexure P-2, collectively). Thus, intention to defraud existed right from the beginning. Influence of the petitioner with the investigating agency is evident from the fact that photocopies of the cheques (Annexure P-2) have been obtained from the police file in an unauthorized manner.

In rebuttal, learned counsel for the petitioner states that the agreement to sell is a forged and fabricated document and that the evidence is documentary in nature and is already available with the police. Thus, custodial interrogation is not necessary.

From the aforementioned submissions, it is evident that the FIR has been registered on the basis of agreement to sell dated 18.7.2014. The complainant alleges that the said agreement was a full payment agreement and that a sum of Rs.70 lacs was paid to the petitioner and possession though transferred the registered sale deed was not executed. The complainant further alleges that the property stood mortgaged with a bank prior in point of time and thus, the petitioner has no authority to enter into an agreement to sell without clearance from the bank. On the other hand, the petitioner alleges that the agreement to sell is a forged and fabricated document and that he had borrowed some money from the complainant who got signed certain blank cheques and papers at that time to secure his interest. The said documents have been misused and the petitioner has been framed.

The truth will emerge after the conclusion of the trial.

At this stage, it suffice to say that all the evidence is documentary in nature and is available with the investigating agency. The petitioner has joined investigation and is cooperating therewith and thus, I see no reason not to confirm the order dated 17.7.2020.

Accordingly, the petition is allowed and the interim bail granted to the petitioner vide order dated 17.7.2020, is made absolute subject to compliance of conditions enshrined under Section 438(2) of the Code of Criminal Procedure, 1973 by him.

(SUDHIR MITTAL)
JUDGE

26.8.2020
Ramandeep Singh

Whether speaking / reasoned
Whether Reportable

Yes / No
Yes/ No