IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Date of Decision:- 9.9.2020

Crl. Misc.No.M- 23305 of 2020 (O&M)

Amol Singh ....Petitioner

vs.

State of Haryana ....Respondent

Crl. Misc.No.M-13243 of 2020

Umed Singh .... Petitioner

vs.

State of Haryana ....Respondent

Crl. Misc.No.M-18673 of 2020

Vikram ....Petitioner

vs.

State of Haryana ....Respondent

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BEFORE :- HON'BLE MR. JUSTICE SUDHIR MITTAL

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Present:- Mr. Bipan Ghai, Sr.Advocate with Mr. Paras Talwar, Advocate, for petitioner in Crl.Misc.No.M-23305 of 2020.

Mr. R.S. Rai, Sr. Advocate with Ms. Sarbjit Kaur, Advocate, for petitioner in Crl.Misc.No.M-13243 of 2020.

Mr. Balram Prashar, Advocate for
Mr. J.S. Ghumman, Advocate,
for petitioner in Crl.Misc.No.M-18673 of 2020.

Mr. Munish Sharma, AAG, Haryana.

Mr. Tarun Yadav, Advocate, for the complainant.

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<u>Sudhir Mittal, J.</u>

This judgement shall dispose of CRM Nos.M-23305, 13243 and

18673 and of 2020 as the petitioners therein are the accused in the same FIR.

One Ravinder son of Jai Narayan is the owner of 1/4th share in land measuring 31 Kanal 4 Marla situated in village Khaintawas, Tehsil Farrukh Nagar, District Gurugram. This 1/4th share works out to 7 Kanal 16 Marla. This land had been purchased by him along with his three other brothers at the rate of ₹ 1.8 crores per acre. The sale deed in this regard is dated 02.08.2017 and the total sale consideration mentioned therein is ₹ 7.10 crores. The seller is one Smt. Nirmala mother of Yogesh. On 15.3.2020 said Ravinder received a Speed Post envelope which contained summons for appearance in the Court of Civil Judge (Junior Division) Patuadi, as well as documents of a civil suit. The civil suit was one for specific performance of an agreement to sell in respect of his share of the land purchased by him vide sale deed dated 02.08.2017. He realised that some persons had hatched a conspiracy to deprive him of his land by forging an agreement to sell. Therefore, he gave a complaint dated 15.03.2020 to the police leading to registration of FIR No. 77 dated 16.03.2020 at Police Station Farrukh Nagar, District Gurugram, under Sections 420, 467, 468, 471 and 120 B IPC.

The vendee of the land is one Umed Singh son of Raja Ram. The agreement to sell is witnessed by Krishan Kumar son of Ram Kumar and Kanwar Singh, Namberdar. Thus, these three persons were nominated as the accused. Later, it transpired that the person who had impersonated the complainant is Amol Singh resident of Nurpur Badshahpur Gurugram and that one Vikram son of Uday Singh had introduced Amol Singh to Umed Singh. Thus, said Amol Singh and Vikram were also nominated as accused.

It also came to light that Amol Singh is the sole proprietor of a firm known as Metro Car Rental which had been incorporated on 03.07.2017.

The agreement to sell on the basis of which the suit for specific performance was filed by aforementioned Umed Singh is dated 04.07.2018 and is a registered document. The total sale consideration is ₹ 40 lacs, out of which ₹ 30 lacs has been paid as earnest money through four different cheques. All these checks are dated 04.07.2018 and are in the sum of ₹ 15 lacs and ₹ 5 lacs each. They are in favour of Metro Car Rental proprietor Ravinder Singh. The balance amount of ₹ 10 lacs was payable on the date of registration of sale deed which was fixed as 05.06.2019. At the time of registration of the agreement to sell, the vendor produced his Adhar card and PAN card, both of which bear the same number as the Adhar card and PAN card of the complainant but contain the photograph of the imposter. The photograph of the same imposter has been affixed on the agreement to sell also. Umed Singh and Vikram have been arrested and they seek grant of regular bail. Amol Singh seeks grant of anticipatory bail.

Along with his petition Amol Singh has annexed a copy of the statement of account of Metro Car Rental in YES Bank Sushant Lok-1, alerts received from the same bank regarding deposit of a sum of ₹ 5 lacs on 14.09.2018 and deposit of another sum of ₹ 5 lacs on 18.09.2018. He has also annexed cheques dated 28.02.2020, 28.03.2020 and 15.04.2020 drawn in favour of Yadav Goods Carrier for sums of ₹ 8 lacs, ₹ 8 lacs and ₹ 9 lacs respectively. The bank statement contains an entry dated 05.07.2018 of deposit of ₹ 15 lacs.

During the course of investigation, the police has obtained information from Fincare Small Finance Bank, Gurugram, regarding an account opened in the name of Metro Car Rental, Proprietor Amol Singh on 03.02.2020. It may be noticed that the cheques annexed with the petition of Amol Singh have been drawn on Fincare Small Finance Bank.

With this background, I proceed to examine the three petitions individually.

CRM-M 23305-2020 Amol Singh son of A.B. Singh vs. State of Haryana

Learned senior counsel for the petitioner has argued that the petitioner has been falsely implicated. The conspiracy regarding the land has been hatched by Umed Singh, who runs Yadav Goods Carrier. The petitioner is known to Umed Singh and he took a loan of ₹ 30 lacs from him. This is evident from the fact that ₹15 lacs was credited to the account of Metro Car Rental on 05.07.2018. Two cheques of ₹ 5 lacs each were credited on 14.09.2018 and 18.09.2018 as is evident from the alerts received from YES Bank. To repay the loan, post dated cheques totalling ₹ 25 lacs were issued to Umed Singh. The alerts from YES Bank and the post dated cheques have been annexed as Annexures P-3 and P-4 respectively. The statement of account annexed as Annexure P-2 records two earlier payments totalling ₹ 5 lacs to third parties at the asking of Umed Singh on 09.07.2018 and 10.07.2018. Thus, it is proved that Amol Singh had taken a loan of ₹ 30 lacs from Umed Singh. Said Umed Singh wanted to get the loan agreement registered and took a photograph of the petitioner for the said purpose. However, he actually prepared an agreement to sell and affixed the petitioner's photograph thereon showing him to be the vendor. The signatures on the agreement to sell as well as on the Adhar card and PAN card submitted at the time of registration of the agreement have been denied. In any case, all these documents are already available with the police and these documents constitute the entire evidence. No recovery is to be effected from the petitioner and he undertakes to provide his handwriting sample for comparison. He is also prepared to deposit ₹ 25 lacs with the police or the trial Court payable to the successful party on conclusion of the trial. No loss has been caused to the complainant as the land in dispute is in his possession. In these circumstances, custodial interrogation is not necessary.

Learned State counsel opposes the prayer of the petitioner. He argues that the petitioner is the central figure of the conspiracy and this is revealed by the fact that his photograph exists on the agreement to sell as well as on the Adhar Card and PAN Card submitted at the time of registration of the agreement to sell. His custodial interrogation is essential to get information regarding the forgery and the sources employed for the said purpose.

Learned counsel for the complainant has reiterated the submissions made by the learned State counsel. Further, he has submitted that the police investigation has established that the cheques issued in favour of Yadav Goods Carrier have been drawn on a bank in which account was opened only on 18.02.2020. This completely falsifies the story regarding post dated cheques having been given when loan was allegedly advanced.

The evidence on record establishes that the petitioner has impersonated the complainant and has produced forged Adhar card and PAN card to get the agreement to sell registered. The agreement to sell is itself a forged document. The defence put-forth regarding a loan transaction is not believable. The entry dated 05.07.2018 regarding deposit of ₹ 15 lacs in the account of Metro Car Rental may support the case of the petitioner in some measure but there is nothing on record to show that the balance amount of ₹ 15 lacs was also deposited in his account. The SMS alerts do not reflect the number of the cheque nor the payer thereof and, thus, it cannot be concluded that another sum of ₹ 10 lacs was credited on 14.09.2018 and 19.09.2018. In any case, there is no explanation of one cheque having been deposited in July, 2018 and two cheques having been deposited in September, 2018. There is no record of the 3rd cheque at all. The cheques annexed as Annexure P-4 which are allegedly post dated cheques issued for repayment of the loan amount cannot help the case of the petitioner as the police investigation has established that the account on which the said cheques have been drawn was opened only on 18.02.2020. Thus, the petitioner has failed in his attempt to shift the blame on Umed Singh.

An attempt has been made by the petitioner in connivance with his co-accused to deprive the petitioner of very valuable property and, thus, he does not deserve the discretionary relief of anticipatory bail. The petition is accordingly dismissed.

<u>CRM-M-13243-2020 Umed Singh son of Raja Ram vs. State of Haryana</u>

The petitioner herein seeks regular bail as he was arrested on the date the FIR was registered.

Learned senior counsel for the petitioner has argued that the petitioner himself has been duped by Amol Singh. He came into contact with the petitioner through co-accused Vikram and represented that he was Ravinder Singh son of Jai Narayan. He was the owner of the land in dispute and wanted to sell the same for a sum of ₹ 40 lacs. Consequently, agreement to sell was entered into and cheques totalling ₹ 30 lacs were given to him. Since Amol Singh had represented himself to be the sole Proprietor of Metro

Car Rental, the cheques were issued in favour of Metro Car Rental. All the cheques are not dated 04.07.2018. The cheque of ₹ 15 lacs is dated 06.07.2018, one cheque of ₹ 5 lacs is dated 12.09.2018, the 2nd cheque of ₹ 5 lacs is dated 15.09.2018 and the 3rd check of ₹ 15 lacs is dated 19.09.2018. That the money has been credited to the account of Amol has been admitted by him as is revealed from the arguments raised on his behalf in his petition. The post dated cheques mentioned in the petition of Amol Singh have never been handed over to the petitioner. He realised that he had been taken for a ride after registration of the FIR by Ravinder son of Jai Narayan. If the petitioner had any wrong motive, he would not have mentioned the correct address of Ravinder son of Jai Narayan in the plaint. The petitioner himself is a victim and is wrongly being treated as an accused. He has been in custody for almost five and a half months and investigation qua him is complete. Thus, he deserves to be granted regular bail.

In response, learned State counsel has only submitted that the investigation is complete and challan has been presented.

Learned counsel for the complainant argues that the petitioner is not innocent as in his disclosure statement recorded before the police, he has admitted his guilt. His guilt is further apparent from the fact that he agreed to purchase the land in dispute at rates much below the prevailing market rate. This shows that he is very much a part of the conspiracy. Other circumstances reflecting his guilt are that he did not send any legal notice to the complainant before filing the suit which any prospective vendee normally does. The complainant has also been able to get hold of evidence in the shape of a civil suit filed by a third party wherein also the petitioner has been accused of cheating and forgery. Thus, the petitioner is habitual of cheating and committing forgery. All these circumstances taken together point to his guilt. Thus, he does not deserve to be granted regular bail.

The argument raised by learned senior counsel for the petitioner appears to be attractive at first blush. However, the complicity of the petitioner is revealed from a certificate issued by the stamp vendor, namely, Anil Kumar. He has certified that the stamp paper was issued to Ravinder Singh resident of Wazirpur in the name of Umed Singh resident of Rewari. Normally, the stamp paper is purchased by the vendee whereas, in the present case, it is the other way around. This raises a finger of suspicion against the petitioner.

However, keeping in view the fact that the petitioner has been in custody for over five and a half months and challan against him has been presented, he can be granted regular bail. It is a magisterial trial and the same is not likely to be concluded at an early date. There is nothing on record to indicate that other similar FIRs have been registered against the petitioner. It is, thus, directed that the petitioner be released on bail on furnishing of bail and surety bonds to the satisfaction of the trial Court.

CRM–M-18673 of 2020 Vikram son of Uday Singh vs. State of Haryana

The petitioner is allegedly the link between Amol Singh and Umed Singh.

Learned counsel for the petitioner has argued that the petitioner has been nominated as an accused on the disclosure of Umed Singh. He has been in custody since 17.03.2020 and the trial is not likely to be concluded at an early date. Challan against the petitioner has already been presented and, thus, he may be granted regular bail.

Learned State counsel concedes that the petitioner has been in custody since 17.03.2020 and that the evidence against him is the disclosure of the co-accused.

It is, thus, evident that the petitioner has been in custody for almost five and a half months. The trial is not likely to be concluded at an early date as the co-accused have not yet been arrested. There is nothing on record to indicate that the petitioner has criminal antecedents. Being a Magisterial trial, I deem it appropriate to grant regular bail to the petitioner.

The petition is allowed and it is directed that the petitioner be released on bail on furnishing bail and surety bonds to the satisfaction of the trial Court.

September 9, 2020 **(SUDHIR MITTAL)**
poonam **JUDGE**

Whether Speaking/Reasoned **Yes**

Whether Reportable **Yes**