

**IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH**

**CRM-M-28242-2020
Date of decision: 17.09.2020**

Vinod Kumar and another

...Petitioners

Versus

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present:- Mr. Amit Parashar, Advocate
for the petitioners.

ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this petition is for grant of anticipatory bail to the petitioners in FIR No. 130 dated 26.09.2019, registered under Sections 420, 467, 468, 471 and 120-B of the IPC at Police Station Bhupani, District Faridabad.

Learned counsel for the petitioners submits that as per the allegations in the FIR, registered at the instance of complainant Rajju against Bishambar Singh and Satish (proposed purchasers) as well as petitioners Vinod Kumar and Rambir (attesting witnesses), an agreement to sell dated 28.03.2014 was prepared by the accused persons, which was a fake and illegal document as no sale consideration is mentioned in the same. It is further stated in FIR that even as per the report of a Handwriting Expert, the signatures of complainant are fake.

Learned counsel further submits that petitioners are not the beneficiaries and they are only the attesting witnesses and the proposed purchasers/co-accused Bishambar Singh and Satish have already filed a suit

for specific performance, which is pending before the civil Court, in which complainant Rajju has filed a written statement denying the execution of agreement to sell or receiving any payment.

Learned counsel for the petitioners further submits that the FIR has been registered much after the filing of suit just to give it a colour of criminal litigation.

After hearing learned counsel for the petitioners, this Court does not find any merit in this petition.

At the first instance, it may be noticed that petitioners have not attached a copy of aforesaid agreement to sell or the receipt relied upon by co-accused Bishambar Singh and Satish in the aforesaid civil suit.

Further, a perusal of plaint shows that in pursuance of aforesaid agreement to sell, it is alleged that the physical possession was delivered to the plaintiffs but there is no evidence to show that the agreement to sell was ever registered acknowledging the delivery of possession.

A perusal of para 1 of the plaint further shows that it is stated that total sale consideration was Rs. 15 Lakh and in para 2, it is stated that entire amount was paid against receipt in the presence of the witnesses (petitioners herein), however, nothing is placed on record to prove the same. Even surprisingly, the suit has been filed as a suit simpliciter for specific performance without praying for a decree of symbolic possession as noticed above, as per para 2 the possession was delivered to plaintiffs, therefore, the suit itself is not maintainable.

Further, mere fact that the petitioners have filed a petition for quashing of the FIR or co-accused have filed a civil revision before this

Court; seeking to set aside the order passed by the civil Court declining to examine a handwriting expert; is no ground to grant concession of anticipatory bail to the petitioners as there are serious allegations against them

In view of the above, the present petition is dismissed.

17.09.2020

Waseem Ansari

(ARVIND SINGH SANGWAN)
JUDGE

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No