

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

**CRR No.1777 of 2018 (O&M)
Decided on: 19.02.2020**

Raj Kumar Bhatia

....Petitioner

Versus

Central Bureau of Investigation and another

....Respondents

CORAM: HON'BLE MR JUSTICE ARVIND SINGH SANGWAN

Present : Raj Kumar Bhatia – Petitioner in person.

Mr. Sumeet Goel, Advocate
for the respondent.

ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this revision petition is for setting-aside the order dated 20.03.2018 passed by the Chief Judicial Magistrate, Chandigarh in a case bearing No.PCH No.3539 of 2017 titled as '*CBI vs Jatinder Singh Birgi and another*', vide which the trial Court has dismissed the application for discharge filed by the petitioner in FIR No.16 (RCCHG2016A0016) dated 29.07.2016 registered under Sections 120-B, 417, 420, 467, 468, 471 of the Indian Penal Code, 1860 (in short 'IPC') at Police Station CBI/ACB, Chandigarh.

Brief facts of the case are that Raj Kumar Bhatia, who is a practicing Advocate along with one Jatinder Singh Birgi are facing the criminal prosecution in the aforesaid FIR No.16 (RCCHG2016A0016) dated 29.07.2016, which was registered after an investigation/enquiry was conducted in compliance of the order dated 18.11.2015 passed by

the Hon'ble Supreme Court in Civil Appeal No.13471 of 2015 arising out of S.L.P. (C) No.3504/2015, which was filed by the petitioner himself.

The order dated 18.11.2015 passed by the Hon'ble Supreme Court is reproduced as under:-

“Leave granted.

This appeal arises out of an order dated 29th November, 2014 passed by the High Court of Punjab and Haryana at Chandigarh whereby Civil Revision no.8078 of 2014 filed by the appellant has been dismissed and an order dated 14th November, 2014 passed by learned District Judge, Chandigarh, dismissing a petition under Section 192(1) read with Section 272 of the Indian Succession Act, 1925 affirmed. Having heard learned counsel for the parties at considerable length we see no reason to interfere with the orders passed by the courts below for the view taken in the same is legally unexceptionable. Even so we cannot keep observing that the facts giving rise to the present litigation and connected legal proceedings present a sordid story of what prima facie appears to us to be a case of fabrication of valuable documents used and/or attempted to be used in judicial proceedings only with a view to somehow grabbing or falsely claiming title to what is doubtless a piece of valuable property bearing No.1149 in Sector 8-C of the City of Chandigarh.

The appellant before us happens to be a practicing advocate from the High Court of Punjab and Haryana at Chandigarh. He claims to have developed familiarity with late Ms. Meenu Vaid D/o Gurcharan Das Vaid, resident of House No.1149, Section 8-C, Chandigarh, owner of the disputed property sometime in March 2011. His case is that he was looking for a house on rent when he happened

to meet the said Ms. Meenu Vaid. It is his further case that Ms. Meenu Vaid expressed a desire to execute a will in regard to her house in favour of one Jatinder Singh Birgi-respondent no.5 in these proceedings. The appellant's version is that in keeping with the wishes of the deceased Ms. Meenu Vaid, he scribed a will dated 16th March, 2011, which operated on the demise of Ms. Meenu Vaid just a week later on 21st March, 2011.

The appellant claims that in terms of the will prepared by him, on the instructions of the deceased Ms. Vaid, the property in-question has devolved upon Jatinder Singh Birgi. It is also the appellant's case that the house in-question was originally owned by late Mr. Gurucharan Das Vaid, father of Ms. Meenu Vaid who passed away on 7th July, 2004 leaving behind a will dated 22nd May, 1987 executed jointly by Gurucharan Das Vaid and his wife-Smt. Shanta Vaid and duly registered with the Sub-Registrar at Chandigarh. The will bequeathed the entire property owned by the couple including the house in-dispute in favour of their 'only daughter' Ms. Meenu Vaid. That is precisely how Ms. Meenu Vaid-deceased had according to the appellant acquired ownership over the said property upon the demise of Mr. Gurucharan Das Vaid, the original owner.

The appellant's further case is that certain unscrupulous elements were trying to grab the property in-question which forced him to file Probate Case NO.275 of 2012 before the District Judge at Chandigarh, which was dismissed by the District Judge, Chandigarh, by an order dated 14th November, 2014 holding that the appellant had no locus standi to maintain a probate case just because he was the scribe of a will allegedly executed by Ms. Meenu Vaid.

Aggrieved by the dismissal of the Probate Case, the

appellant preferred Civil Revision No.8078 of 2014 (O & M) before the High Court of Punjab and Haryana at Chandigarh which too failed and has been dismissed by the High Court in terms of the order impugned in the present appeal. The High Court concurred with the view taken by the District Judge that the appellant had no locus standi to maintain a probate petition in his capacity as draftsman of the alleged will as he was neither a beneficiary nor the administrator/executor of the will, nor even the person with whom the alleged will was deposited by the testator. The High Court also noted the fact that the appellant was not in a position to justify his coming in possession of the property in-question and that the Probate Court had rightly declined to entertain the probate case filed by him. The High Court held that the question of ownership of the property left behind by Ms. Meenu Vaid could only be decided in a civil court in appropriate civil proceedings.

When this appeal came up for preliminary hearing before us on 9th February, 2015, learned counsel for the appellant submitted that the keys of the property in-dispute were presently with the appellant although the appellant claimed no legal right or interest in the same for himself. It was submitted on behalf of the appellant that the appellant was ready and willing to handover the keys to the person who may be adjudged to be the lawful owner of the property. It was also submitted that the appellant had no objection to the deposit of the keys with the Secretary General of this Court while the matter was adjourned. We had accordingly directed the deposit of the keys of the property comprising House No.1149, Sector 8-C, Chandigarh, with the Secretary General of this Court within one week. Subject to that condition, we issued notice to respondents no.1 and 2 apart from a notice to the

standing counsel for the Union Territory of Chandigarh. It is not in dispute that the appellant has pursuant to the direction, mentioned above, deposited the keys of the property in-question with the Secretary General of this Court.

When the matter came up again on 27th February, 2015, we directed Mr. M.S. Doabia, learned counsel appeared for the Union of Territory Administration of Chandigarh, to submit a report whether the property comprising House No.1149, Sector 8-C, Chandigarh, was actually lying vacant and whether anyone had any legitimate claim over the same.

On 20th March, 2015, when the matter appeared once again Mr. Shubham Bhalla, Advocate, appeared on behalf of the Union Territory, Administration of Chandigarh, and submitted that according to the information available with him the house in-question was initially owned by late Shri G.D. Vaid upon whose demise the same had devolved upon his daughter-Smt. Renu Mohan. A copy of Order dated 17th December, 2012 passed by the Superintendent, Estate Office, U.T., Chandigarh, recognising the transfer of ownership rights in favour of Smt. Renu Mohan, upon the demise of the original owner, was also placed on record. It was further submitted that Ms. Meenu Vaid, another daughter of late Shri G.D. Vaid, had allegedly executed a will in favour of respondent no.5-Jatinder Singh Birgi, said to have been drafted by the appellant herein. In proceedings filed under Section 146 of the Cr.P.C., however, Jatinder Singh Birgi on affidavit stated that he claimed no right, title or interest in the property in-question. It was at this stage that Mr. Rajbirinder Singh Chahal, Advocate, appeared before us to submit that he had purchased the house in-question in terms of a sale deed executed in his favour for a total sum

of Rs.4,25,00,000/- (Rupees four crores twenty five lakhs). He submitted that the property was in the possession of his vendor-Renu Mohan pursuant to the proceedings held under Section 146 of the Cr.P.C. and that upon the purchase of the property the same has now been transferred in his favour. According to Mr. Chahal, he was in actual physical possession of the said property and the appellant's case that keys of the said property were deposited in this Court were with him, was totally false and baseless. Mr. Chahal made an oral prayer for being added as party-respondent which prayer was allowed, adding him as respondent no.6 to these proceedings. He was given time to file a reply affidavit, if so advised. We had at the same time issued notice to respondent no.3-Mrs. Renu Mohan, the alleged legal heir of late Shri G.D. Vaid returnable within four weeks. We had also directed personal presence of the appellant on the next date of hearing.

On 29th July, 2015, we heard learned counsel for the parties at some length including the appellant who was present in-person. It was submitted on behalf of the appellant that the appellant being a member of the Bar at Chandigarh had drafted the will executed by Ms. Meenu Vaid, on her instructions, and that the said draft will was prepared by him in his own hand-writing which document was, according to the appellant's version, got typed by him from a typist in the District Court at Chandigarh. The will was then signed by Ms. Meenu Vaid in the presence of one Colonel Subhash Chander Kohat resident of House No.1220, Sector 34-C, Chandigarh. After the signature of the testator, the will, according to the submission made on behalf of the appellant and the appellant himself, continued to be in the possession of the appellant till he started getting threatening calls from M/s N.S. Chakal and

Surinder Singh and Shiv Sharma, an Advocate practicing in the District Court, Chandigarh. It was further argued on behalf of the appellant that because of the threats so received by the appellant, he had handed over the original will to Col. Kohat for safe custody. It was urged that the original document was in the possession and control of Col. Kohat and could be produced by him.

Since the version given at the Bar was not on record in the form of an affidavit although a somewhat similar narration of facts was available in the synopsis and the list of dates accompanying the special leave petition, we directed the appellant to file an affidavit, setting out the true facts relating to the alleged execution of the will by Ms. Meenu Vaid and its deposit with Col. Kohat on account of the alleged threats extended to the appellant. The appellant also undertook to produce the original draft of the will prepared by him, allegedly on the instructions of Ms. Meenu Vaid, in his own hand-writing. In the meantime, we directed that notice shall issue to Col. Subhash Chander Kohat to appear in-person in this Court and to produce the original will, if any executed by Ms. Meenu Vaid, allegedly lying in his possession for the present. Notice was also issued to respondent No.5-Jatinder Singh Birgi to appear in this court and to respond to the averments made in the special leave petition.

On 27th August, 2015, we took on record an affidavit filed by the appellant, pursuant to our Order dated 29th July, 2015, to the effect that he had drafted the will on behalf of Ms. Meenu Vaid on her instructions in his own hand-writing. The appellant also produced the original hand-written draft will prepared by him which was taken on record and directed to be kept in a sealed cover. Respondent no.5-Jatinder Singh Birgi also entered appearance through his counsel and sought time to file an

application clarifying his position as regards the controversy relating to the will allegedly executed in his favour and also explain why he does not claim the property on the basis of the same. During the course of hearing on 27th August, 2015, our attention was drawn to certain documents that suggested that Mrs. Renu Mohan, the vendor of respondent no.6-Mr. Chahal was the daughter of Mr. Ram Sarover Dutta and his wife Mrs. Santosh Dutta and not late Mr. G.D. Vaid as claimed by her. This conflict and contradiction was sought to be explained by learned counsel appearing for Mrs. Renu Mohan by submitting that while the official records at all levels suggest that she is the daughter of Mr. Ram Sarover Dutta and Mrs. Santosh Dutta, she was actually the biological daughter of late Mr. G.D. Vaid and his wife-Mrs. Shanta Vaid. In support of that submission reliance was placed on an affidavit filed by Mrs. Renu Mohan. In order to resolve the controversy so arising for consideration, we directed Mrs. Renu Mohan to place on record all such documents as indicated her parentage in school, college and university including the ration card, Election I-Card and Aadhar Card, if any, issued to her. We also gave her an opportunity to place on record documents considered relevant in her possession or control in connection with her parentage. Since notice issued to Col. Kohat for producing the original will had been returned unserved the appellant was directed to take dasti summons for service upon him. At the same time notice was issued to Mr. Inderjeet Vaid and Ms. Sneha Lata Vaid, Class-II heirs left behind by deceased Ms. Meenu Vaid.

The matter then appeared before us on 1st October, 2015, when we gave time to respondent no.5-Jatinder Singh Birgi to file an additional affidavit in terms of our

previous order. We also heard Col. Kohat who was present in-person and who submitted that he was not known to the deceased Ms. Meenu Vaid and that the appellant-Raj Kumar Bhatia had once called him to the former's house to witness the execution of a will. The appellant-Raj Kumar Bhatia had first signed the will as a witness. He too had signed the same as an attesting witness. The will, according to Col. Kohat was never handed over to him for safe custody as alleged by the appellant-Raj Kumar Bhatia. It was submitted that after he signed the will he left the place and does not know whether the original will was kept by the appellant himself or left with Ms. Meenu Vaid, the executant. He submitted that he was not known to the appellant-Raj Kumar Bhatia and he had met him only once while he was looking for a house on rent at Chandigarh. He sought two weeks' time to file an affidavit, stating the true facts relating to the controversy which time was granted to him.

As regards additional/further documents showing the parentage of Mrs. Renu Mohan, the vendor of respondent no.6-Chahal, learned counsel appearing on her behalf had drawn our attention to an affidavit dated 28th September, 2015 which according to her made the position clear. It was also submitted that whatever documents relating to her parentage were available with her, the same had already been filed by her including her passport and that Ms. Renu Mohan did not have any further documents in her possession or control in relation to her parentage whether from the school, college or the university.

The matter then appeared on 15th October, 2015 before us when Mr. Prabhjit Jauhar, Advocate, entered appearance on behalf of Sneha Lata Vaid, one of the Class-II heirs left behind by the deceased Ms. Meenu Vaid while

Mr. Inderjeet Vaid, the other Class-II heir remained unrepresented. It was in the course of hearing on 15th October, 2015 that respondent no.6-Chahal placed before us an agreement/assignment of rights allegedly executed between Mrs. Renu Mohan on the one hand and Mr. Ved Pal and Mr. Balbir Singh on the other in relation to House No.1149, Sector 8-C, Chandigarh, An agreement dated 15th June, 2011 purporting to have been signed not only by Mrs. Renu Mohan but also the other two executants, mentioned above was also filed. It was submitted by Mr. Chahal that Ved Pal and Balbir Singh, the two executants to the above agreement had paid to Mrs. Renu Mohan, the vendor, a sum of Rs.2,00,00,000 (Rupees two crores), out of which Rs.1.70 crores was paid in cash while the rest was paid in terms of four demand drafts, mentioned in the said agreement. A copy of the document was furnished to the appellant and counsel appearing for respondent no.5-Jatinder Singh Birghi in the court. While another copy was furnished to counsel appearing for Mrs. Renu Mohan with a direction to the parties to file an affidavit stating (a) whether any such agreement/deed of assignment of rights, as referred to above, was ever executed between her on the one hand and Mr. Ved Pal and Balbir Singh on the other and (b) Whether Mrs. Renu Mohan had received the amount mentioned in the said document including an amount of Rs.1.70 crores said to have been paid in cash.

Mr. Chahal also placed on record the original will dated 20th May, 1987 executed by Mr. G.D. Vaid and his wife-Mrs. Shanta Vaid in favour of Ms. Meenu Vaid whom they described as their only daughter. According to Mr. Chahal original document was handed over to him by Mrs. Renu Mohan, his vendor, who in turn had come in possession of the same through her husband with whom the executant had left the will for safe custody. The

original will was taken on record and directed to be kept in a sealed cover along with Agreement/Deed of assignment of rights, referred to earlier, while permitting Mr. Chahal to take photocopies of the original will and other documents.

Mr. Chahal also placed on record a bank statement of his HUF Account and that Mrs. Renu Mohan, and a statement showing payments which he had made to the seller, Mrs. Renu Mohan and Balbir Singh and Mr. Ved Pal in consideration of the House that he has purchased from Mrs. Renu Mohan. Mr. Chahal also filed additional documents which were taken on record and directed to be made in a sealed cover.

In the course of hearing on 15th October, 2015, we also took on record copies of agreement dated 16th March, 2011 allegedly executed between Ms. Meenu Vaid and Mr. Jatinder Singh Birgi, the original whereof, according to the appellant, were in possession of respondent-Jatinder Singh Birgi. A copy of a civil suit titled Jatinder Singh Birgi v. Ratan Lal relating to the disputed property was also placed on record along with a copy of the agreement to sell dated 27th April, 2011 allegedly executed between Jatinder Singh Birgi and Ratan Lal. A copy of the alleged deeds/agreement executed on 13th March, 2011 between Ms. Meenu Vaid and Mr. Jatinder Singh Birgi creating a tenancy in respect of the house in-question on payment of a monthly rental of Rs.7,000/- was also placed on record by the appellant. The original of that document was, according to the appellant, in the possession of respondent no.5-Jatinder Singh Birgi. The appellant was directed to file an additional affidavit explaining his position whether the said documents were genuine and had been executed by him.

An affidavit has been received by post from Col.

Kohat s/o Mr. Bharat Singh resident of House No.1120, Section 34-C, Chandigarh, now residing at House No.444/1, Sector 4-A, Chandigarh, inter alia stating that on or about March 11, 2011, he met the appellant-Raj Kumar Bhati in the market of Sector 8, Chandigarh, while he was searching a suitable accommodation. During the said meeting, the appellant requested to accompany him to the house of one of his acquaintances to witness the execution of a will. He introduced a lady aged 50-55 years and showed a will that purported to have been made and signed by the said lady. Since the appellant had already signed in front of him as an attesting witness, he had no reason to doubt its genuineness and therefore signed as a second attesting witness. After doing so, Col. Kohat left the place as he had to see some other properties. Col. Kohat stated that the said will was never handed over to him and he has no knowledge about the whereabouts of the said will.

An additional affidavit dated 17th November, 2015 has also been filed by respondent no.5-Jatinder Singh Birgi settling out the circumstances in which the agreement to sell referred to in the earlier order passed by us as also the rent note and the suit based on the same were filed and were pending in different court. In particular, the affidavit states that an agreement to sell dated 16th March, 2011 was entered into between Ms. Meenu Vaid and Jatinder Singh Birgi. In terms of the said agreement, the purchaser-Jatinder Singh Birgi had paid to Ms. Meenu Vaid a sum of Rs.60 lakhs as the earnest money on 16th March, 2011 which incidentally happens to be the date when the will was executed. Within five or six days, however, seller/testator is said to have breathed her last on 21st March, 2011. We asked Mr. Samar Vijay Singh, learned counsel appearing for respondent no.5-Jatinder

Singh Birgi, whether he had instituted any proceedings for recovery of the amount, Rs.60 lakhs, paid by him pursuant to the alleged agreement to sell. His answer was in the negative. More importantly, no explanation was forthcoming for his failure to make any move for the recovery of such a huge amount allegedly paid by him towards consideration for the property in-question. It is also not in dispute that pursuant to the rent agreement, allegedly executed between Ms. Meenu Vaid and Jatinder Singh Birgi, he did not occupy the property in-question, although a sum of Rs.7,000/- was deposited by Jatinder Singh Birgi in the saving bank account no.251101004394 in the Canara Bank at Chandigarh on 4th March, 2011.

It is interesting to note that in para '5' of the affidavit filed by Jatinder Singh Birgi, it is inter alia stated that the appellant-Raj Kumar Bhatia had received a sum of Rs.15 lakhs from him, i.e. Rs.10 lakhs vide cheque no.499 dated 7th May, 2011 drawn on IDBI Bank, Sector 8, Chandigarh, in the name of his wife and a sum of Rs.5 lakhs in cash. This payment, according to the affidavit filed by Jatinder Singh Birgi, was in relation to the transaction which the appellant had negotiated between Jatinder Singh Birgi and Ratan Lal in connection with the same property. The appellant-Raj Kumar Bhatia submits that the payment in-question had nothing to do with the disputed property and the said payment was, according to him, made in connection with some other transaction involving a shop-cum-flat in Zirakpur as the same was purchased by the appellant's wife.

We have set out the facts in some detail only to identify the contours of the controversy which needs to be suitably examined at an appropriate level and the truth relating to the same discovered. The following among other aspects need to be investigated:

(1) Was any will like the one alleged by the appellant executed by late Ms. Meenu Vaid? If so, where is the original document so executed?

(2) If no will was actually executed by Ms. Meenu Vaid, as alleged by the appellant, was there any attempt either on the part of the appellant or respondent no.5-Jatinder Singh Birgi in whose favour the will is alleged to have been executed in the presence of Col. Kohat or any other person acting independently or in unison intended to create false evidence or fabricate a valuable document for use to falsely claim title over the valuable property in-question or to use the same in legal/judicial proceedings. If so, who are the people behind such an attempt or attempts and what offences have they in the process committed.

(3) Was Ms. Meenu Vaid the only legal heir left behind by Mr. G.D. Vaid and Mrs. Santha Vaid, if so on whom has the property, upon demise of Ms. Meenu Vaid, lawfully devolved? In particular, whether Mrs. Renu Mohan has nothing to do with Mr. G.D. Vaid or their daughter Ms. Meenu Vaid and whether her claim of being her daughter of Mr. G.D. Vaid supported by any evidence?

(4) What is the actual sale consideration that is alleged to have been paid to Ms. Renu Mohan by her vendee? In particular, were the payments alleged to have been made actually received by the seller, if so, in what form and at what stages?

(5) Has there been any attempt by anyone of the parties to these proceedings or any other person to create false documents and/or valuable securities in relation to the disputed property. If so, what are those false documents and who has fabricated the same.

(6) Any other aspect considered relevant pertaining to the property in-question, that tantamount to

commission of any offence whether of forgery, perjury or otherwise.

The above aspects, in our opinion, need proper investigation which is not feasible except by a specialised agency who can look into the matter with due care and caution. Having regard to the fact that some of the people who appear to have been associated with the transactions under scrutiny are none other than senior members of the Bar at Chandigarh apart from property dealers including certain officers associated with the registration of the documents being verified, we are of the view that it is a fit case in which the investigation must be entrusted to the Central Bureau of Investigation. We accordingly direct that the Director, Central Bureau of Investigation, shall assign the matter to a senior officer at Chandigarh for a comprehensive preliminary enquiry and in case the preliminary enquiry reveals commission of an offences for registration of a proper case and investigation into the same. We direct that the needful shall be done expeditiously and as far as possible within a period of six months from the date Director, C.B.I., receives a copy of this Order. Copy of the paper book, documents and affidavits including orders passed by this Court shall be furnished by the Registry to the C.B.I.

We make it clear that while we have directed an investigation we really see no reason to prevent the Class-II heirs who claim title to the property on the basis of natural succession to the property in terms of the law applicable to the parties to claim such relief relating to the property in-question in appropriate civil action before a competent court in accordance with law. The pendency of the investigation with the C.B.I. shall not prevent the court before whom such a suit is filed to proceed with the matter and adjudicate upon the issues that may arise before it.

*With the above direction, this appeal is disposed off.
No costs.”*

Thereafter, in pursuance thereof, an enquiry was conducted by the CBI and the aforesaid FIR was registered. In order to appreciate the correct facts, the Final Report submitted under Section 173 Cr.P.C. is reproduced as under:-

“(15) Result of laboratory analysis: - (1) *The Rent Deed dated 14.03.2011 purported to be executed between Ms. Meenu Vaid and Sh. Jatinder Singh Birgi, Agreement to Sell dated 28.07.2016 and Memorandum of Understanding dated 25.06.2016 executed between Sh. Raj Kumar Bhatia, and Sh. Jaskaranbir Singh. Agreement to Sell dated 28.07.2016 executed between Sh. Raj Kumar Bhatia and Smt. Sneh Lata, Agreement to Sell dated 16.03.2011 purported to be executed between Ms. Meenu Vaid and Sh. Jatinder Singh Birgi, Entry Register of document notarized by Sh. S.L. Kundra, Notary Public for the period 24.05.2010 to 30.12.2011, Agreement to Sell dated 27.04.2011 executed between Sh. Rattan Lal and Sh. Jatinder Singh Birgi and photocopy of Draft Will prepared by Sh. RK. Bhatia were sent to CFSL, New Delhi for expert opinion on the questioned signatures and handwritings vide letter No. 6346/RCCHG2016A0016/CBI/CHG dated 19.10.2016 after getting specimen signature, admitted signatures and handwriting of Sh. R.K. Bhatia, specimen signatures of Sh. Jatinder Singh Birgi, Sh. Daljeet Singh, Sh. Ravinder Kumar, Smt. Sneh Lata and admitted signatures of Ms. Meenu Vaid for comparison and document expert opined vide Handwriting Examination Report No. CFSL-2016/D-1231 dated 30.11.2016 that all the question signatures of Sh. Ravinder Kumar, Sh. Daljeet Singh and Ms. Meenu Vaid did not match with the standard signatures of these persons, however signature of*

Sh. Jatinder Singh Birgi and Smt. Sneh Lata have been matched and also the writings on the draft Will have been matched with the standard writings of Sh. Raj Kumar Bhatia.

(ii) The application for transfer on the basis of registered Will submitted on 21.03.2011 by Ms Meenu Vaid in respect of H.No. 1149, Sector 8-C, Chandigarh and photocopy Will dated 14.03.2011 executed by Ms. Meenu Vaid in favour of Sh. Jatinder Singh Bir were sent to CFSL, New Delhi for expert opinion on the questioned signatures of Ms. Meenu Vaid vide letter No.5730/RCCHG2016A0016/CB/CHG dated 07.08.2017 for comparison with admitted signatures of Ms. Meenu Vaid. The document Expert opined Vide Examination Report No.CFSL-2017/D-927 dated 12.09.2017 that questioned signatures of Ms. Meenu Vaid in the application for transfer on the basis of registered Will submitted by Ms. Meenu Vaid in respect of H.No 1149, Sector 8-C, Chandigarh could not be matched with her admitted signatures. However, on the questioned signature on photocopy of Will dated 14.03.2011 purported to be executed by Ms. Meenu Vaid in favour of Sh. Jatinder Singh Birgi no definite opinion could be given by handwriting expert because it was the poor reproduction of original document.

(16) Brief facts of the case (add separate sheet, if necessary)

16.1 *The present case RCCHG2016AD016 was registered in CBI, ACB Chandigarh on 29.07.2016 on the basis of PECHG2016A0001 dated 10.02.2016 conducted by CBI, ACB, Chandigarh as per the order dated 18-11-2015 issued by the Hon'ble Supreme Court of India, in Civil Appeal No.13471 of 2015. After detailed*

preliminary enquiry on all the aspects mentioned in the FIR have been look into and revealed that during the year 2011 “Sh. Raj Kumar Bhatia, Advocate and Sh. Jatinder Singh Birgi connived together, with some unknown person to grab property i.e. House No.1149, Sector 8, Chandigarh by preparing forged documents i e. Rent Deed dated 14.03.2011 in respect of House No. 1145, Sector 8, Chandigarh between Meenu Vaid and Jatinder Singh Birgi, Agreement to Sell dated 16.03.2011 in respect of House No.1149, Sector 8, Chandigarh in favour of Sh. Jatinder Singh Birgi executed by Meenu Vaid and a Will executed by Meenu Vaid in favour of Jatinder Singh Birgi drafted by Sh. Raj Kumar Bhatia. Advocate for using them for the purpose of cheating and using them a genuine, knowing that they are forged. As such prima facie an offence u/s 120-B, 420, 467, 458 & 471 IPC is made out against Sh. Raj Kumar Bhatia S/o Sh. Hans Raj R/o House No. 5-B, Sector 44-A, Chandigarh and Sh. Jatinder Singh Birgi S/o Sh. Harbans Singh R/o House no. 158, Sector 46-A, Chandigarh and unknown persons.

16.2 Investigation has revealed that the plot No. 30, Sector 8-C. Chandigarh measuring 500 Sq Yards (Now H. No. 1149, Sector 8-C, Chandigarh, which has been demolished during May-June, 2015) was transferred to Sh. G.D. Vaid, Superintendent Office of DIG, CID, Punjab, Chandigarh on 16.10.1961 from Sh. P.S. Shinh to whom the said plot was initially allotted by Estate Office, UT Chandigarh. The completion certificate in respect of construction of house was issued by the Estate Officer, Chandigarh on 17.11.1988.

16.3 Investigation has revealed that Sh. Gurcharan Dass Vaid (G.D Vaid) was appointed as Senior Clerk Stenographer in the Office of IGP, undivided Punjab, Lahore on 07 09.1939 and he got retired as

Superintendent in charge, CPO from the office of IGP, Punjab on 08.02.1974 after attending the age of 58 years as his date of birth was 08.02.1916. Sh. G.D. Vaid furnished the details of his family members on 14.03.1973 for the purpose of family pension as under:-

<i>Name</i>	<i>Relationship</i>	<i>Age</i>
<i>(i) Smt. Shanta Vaid</i>	<i>Wife</i>	<i>48 years</i>
<i>(ii) Miss Meenu Vaid</i>	<i>Daughter</i>	<i>17 years</i>

16.4 *Investigation has revealed that a joint Will was executed by Sh. G.D. Vaid s/o Sh. Girdhari Lai Vaid and Mrs. Shanta Vaid who Sh. G.D Vaid on 20.05.1987, which got registered with Sub-Registrar, Chandigarh on 22.05.1987 in favour of their daughter Ms. Meenu Vaid. The testators Sh. G.D. Vaid and Smt. Shanta Vaid mentioned in the Will that Ms. Meenu Vaid is their only daughter and after their death she will be the owner of properties H.No 1149, Sector 8-C, Chandigarh and plot No. 114, Block-E, in Rameshwar Park Colony situated on the Sahadara-Saharanpur Road (Loni Village), Tehsil Ghaziabad, Distt. Meerut and other immovable properties i.e. bank deposit, jewellery, gold and other assets.*

16.5 *Investigation has revealed that Smt. Shanta Vaid died on 19.10.2002 and thereafter Sh. Gurcharan Dass Vaid died on 07.07.2004. In the month of November 2010, Ms. Meenu Vaid met with a road accident and was bedridden. Sh. Jatinder Singh Birgi and Sh. Raj Kumar Bhatia, came in the contact of Ms. Meenu Vaid and succeeded to get sympathy of Ms. Meenu Vaid. Both these persons started visiting her house frequently and entered into a criminal conspiracy for grabbing her properties. Initially, they dishonestly prepared a forged Rent Agreement dated 14.03.2011 in favour of Sh. Jatinder Singh Birgi for two bedrooms, toilet, kitchen and garage at ground floor of the*

H.No.1149 Sector 8, Chandigarh owned by Ms. Meenu Vaid on a monthly rent of Rs.7,000/- dishonestly putting fake/forged signatures of Ms. Meenu Vaid as well as fake and forged signatures of two witnesses namely Sh. Daljeet Singh. R/o H.No. 158, Sector 46 Chandigarh and Sh. Ravinder Kumar, H.No.2020, Sector 15-C, Chandigarh. The agreement was attested by Notary Public Sh. Sohan Lal Kundra bearing licence No. XXXX without getting signature of Ms. Meenu Mohan in his presence. Sh. Sohan Lal Kundra did not enter the said attestation in his register maintaining for the purpose. Subsequently, on 16.03.2011, both the conspirators dishonestly prepared Agreement to Sell purportedly executed by Ms. Meenu Vaid with Sh. Jatinder Singh Birgi showing a consideration amount of Rs. 8.75 crores and has shown that a sum of Rs. 60 lacs has been received by Ms. Meenu Vaid as earnest money (Biana) against the sale of H.No. 1149. Sector 8-C, Chandigarh. The said Agreement to Sell is shown to be witnessed by Sh. Daljeet Singh R/o H.No.158, Sector 46-A, Chandigarh and Sh. Ravinder Kumar, H.No.2020, Sector 15-C, Chandigarh, however, the signatures of Ms. Meenu Vaid and both the witnesses are forged on these documents. This Agreement to Sell dated 16.03.2011 was attested by Notary Public Sh. Sohan Lal Kundra without getting signature of Ms. Meenu Vaid in his presence and endorsed at serial No.721 in the register maintained for the purpose. The said register was handed over to Sh. Jatinder Singh Birgi by Sh. Sohan Lal Kundra, Notary Public on which fake/forged signature of Ms. Meenu Vaid was dishonestly obtained by Sh. Jatinder Singh Birgi and Sh. Raj Kumar Bhatia.

16.6 Investigation has revealed that Sh. Raj Kumar Bhatia dishonestly prepared a Will dated 14.03.2011 executed by Ms. Meenu Vaid in favour of Sh.

Jatinder Singh Birgi and the same was dishonestly drafted by Sh. Raj Kumar Bhatia and later got it typed from a typist of District Courts, Chandigarh. Thereafter, he had dishonestly put his signature on the alleged Will as witness No.1 and also obtained signature of another person Col. Subhash Chander Kohar as witness No.2, who met Sh. Raj Kumar Bhatia in the market of Sector 8, Chandigarh when he was searching for rented accommodation for himself. However signatures of Ms. Meenu Vaid were already appended on the alleged Will when Col. Kohar saw the document. Mr. Raj Kumar Bhatia signed the purported Will in front of Col. S.C. Kohar as a first attesting witness and thereafter obtained the signature of Col. S.C. Kohar stating that the Will would be got registered and his signature is just formalities sake.

16.7 Investigation has revealed that on 16.03.2011, Sh. Raj Kumar Bhatia and Sh. Jatinder Singh Birgi requested a lady doctor Smt. Surinder Kaur Gambhir to see Ms. Meenu Vaid at her house. Accordingly She visited the house No 1149, Sector 8-C, Chandigarh and prescribed some medicines on a white piece of paper and she noticed that Sh. Raj Kumar Bhatia was remaining, outside the house sitting in his car and Sh. Jatinder Singh Birgi accompanied her while she checked up Ms. Meenu Vaid.

16.8 Investigation has revealed that Sh. Raj Kumar Bhatia and Sh. Jatinder Singh Birgi again on 18.02.2011 requested Dr. Surinder Kaur Gambhir to see Ms. Meenu Vaid at her residence. Accordingly, she visited H.No.1149, Sector 8-C, Chandigarh to see Ms. Meenu Vaid, who was in bad condition and severe ill health. Dr. Surinder Kaur Gambhir prescribed on a piece of paper that Ms. Meenu Vaid was semi conscious and also wrote "Electrolyte Imbalance. Pt. is alone nobody to

look after. Referred to GMCH-32 for Needful". Thereafter, Sh. Raj Kumar Bhatia and Sh. Jatinder Singh Birgi took Ms. Meenu Vaid in Government Medical College & Hospital (GMCH), Sector 32, Chandigarh in an ambulance on 18.03.2011 and Ms. Meenu Vaid was got admitted in the hospital at 8.31 p.m. in the emergency of the Hospital. Thereafter, Ms. Meenu Vaid was treated in Medicine Ward of emergency till 22.03.2011 at 15.10 hrs, till she got expired.

16.9 *Investigation has revealed that Sh. Raj Kumar Bhatia and Sh. Jatinder Singh Birgi dishonestly/fraudulently remained engaged in showing of her house No.1149, Sector 8-C, Chandigarh to the property dealers/buyers on the strength of fake and forged documents of ownership prepared in favour of Sh. Jatinder Singh Birgi, while Ms. Meenu Vaid was lying on death bed in GMCH-32 from 18.03.2011 to 22.03.2011. During the period, some neighbours of Ms. Meenu Vaid also opposed to see the suspicious activities of both the aforesaid conspirators. Thereafter, Sh. Jatinder Singh Birgi had filed a complaint against those neighbours on 22.03.2011 at 10.20 a.m. in Police Station. Sh. Raj Kumar Bhatia locked the said house and kept the keys with himself.*

16.10 *Investigation has revealed that Dr. Prem Mittal, Senior Resident on duty on 22.03.2011 from 2.00 p.m. to 8.00 p.m. prepared death report of Ms. Meenu Vaid, in which he marked 'yes' in the autopsy column, because there was no relative with the patient and dead body was unclaimed. Dr. Prem Mittal has shown cause of death 'Septicemia Cardiorespiratory Arrest'. Thereafter, nursing staff on duty Sh. Sayed Muheeb on behalf of Dr. Prem Mittal wrote a request letter to Emergency Medical Office on duty regarding shifting of dead body to Mortuary mentioning that the patient is without relative*

and no MLC. However, both these terms are contrary and Dr. Shikha Sood did not care this fact and fact of autopsy. Thereafter, the dead body was shifted to Mortuary on 22.03.2011 at 5.45 p.m. No mala-fide on the part of Doctors could be found during the investigation.

16.11 *Investigation has revealed that Ms. Meenu Vaid was lying in severe health condition on death bed in GMCH-22, Chandigarh on 21.03.2011. However, an application for transfer of House No. 1149, Sector 8, Chandigarh in name of Ms. Meenu Vaid on the basis of registered Will dated 22.05.1987 was dishonestly submitted with Estate Office, UT, Chandigarh with her forged signatures. The documents enclosed with the said application includes the Registered Will dated 22.05.1987 in favour of Ms. Meenu Vaid, liability affidavit dated 16.03.2011 of beneficiary of Will, Indemnity Bond dated 16.03.2011 signed by two witnesses Sh. Jatinder Singh Birgi and Sh. Mukesh Kundra Advocate R/o House No. 128, Sector 20-A, Chandigarh duly notarized by Sh. S. Kundra, Notary Public, photocopy of death certificate of Smt. Shanta Vaid who died on 19.10.2002, original death certificate of Sh. Gurcharan Dass Vaid, who died on 07.07.2004. two photographs of Ms. Meenu Vaid, photocopy of the Election Card of Meenu Vaid, photocopy of PAN AFBTV6959F of Meenu Vaid etc.*

16.12 *Investigation has revealed that the Estate Office, Chandigarh had sought some query like to furnish attested copies of I.D. Proof of witnesses of Indemnity Bond and original Death Certificate of Smt. Shanta Vaid on 25.03.2011, however, these documents were not got supplied to Estate Office as Ms. Meenu Vaid died on 22.03.2011. Accordingly, the matter was closed by the Estate Office, UT Chandigarh.*

16.13 *Investigation has revealed that the*

cremation of Late Ms. Meenu Vaid was carried out in Electric Crematorium, Sector 25, Chandigarh on 28.03.2011 after getting her dead body released from mortuary of GMCH-32, Chandigarh by Smt. Renu Mohan claiming herself to be biological daughter of Late Sh. G.D. Vaid and sister of Ms. Meenu Vaid.

16.14 *Investigation has revealed that Smt. Renu Mohan and Smt. Kavita Sood filed a complaint dated 29.03.2011 with SSP, Chandigarh regarding death of Ms. Meenu Vaid r/o H. No.1149, Sector 8-C, Chandigarh and opening of the lock of the house.*

16.15 *Investigation has revealed that enquiries were conducted by Chandigarh Police, but both the above said parties could not produce reasonable documents claiming themselves to be owners and legal heir of H.No. 1149, Sector 8, Chandigarh. Keeping in view, Chandigarh Police prepared Kalandra proceedings u/s 145 Cr.P.C. and Sub-Divisional Magistrate, Central, Chandigarh initiated proceedings u/s 146 Cr.PC.*

16.16 *Investigation has revealed that Sh. Raj Kumar Bhatia and Sh. Jatinder Singh Birgi, on the strength of fake/forged Rent Agreement dated 14.03.2011 and Agreement to Sell dated 16.03.2011 and dishonestly claiming that a Will was executed in favour of Sh. Jatinder Singh Birgi by Ms. Meenu Vaid, matured a deal of the said house on a consideration amount of Rs. 3.25 crores with Sh. Rattan Lal s/o Sh. Sita Ram on 23.04.2011. He paid an amount of Rs. 30 Lacs as earnest money, out of which Rs.5 lac were paid directly to Sh. Raj Kumar Bhatia in cash at the time of deal and Rs.25 lacs were paid through Cheque bearing No.596281 dated 23.04.2011 in favour of Sh. Jatinder Singh Birgi and drawn in Punjab National Bank, Branch Office Sector 19, Chandigarh. Thereafter, an Agreement to Sell dated 27.04.2012 was executed between Sh. Jatinder Singh*

Birgi and Sh. Rattan Lal in respect of the house in presence of Sh. Raj Kumar Bhatia and two witnesses. Thereafter, the said cheque was realized in the Bank Account No.0087000110800081 of Sh. Jatinder Singh Birgi with Punjab National Bank Sector 17, Chandigarh on 28.04.2011. Thereafter Sh. Jatinder Singh Birgi sent an amount of Rs.24 lacs to his account no. 003104000127608 IDBI, Sector 2, Chandigarh through RTGS from the said account of Punjab National Bank. During investigation, it was revealed that Sh. Raj Kumar Bhatia had received Rs.5 lacs in cash from the said deal and Rs.10 lacs through cheque which was transferred in bank account No.195104000027104 maintained with DBI, Sirsa of Smt. Sudesh Rani Bhatia, w/o. Sh. Raj Kumar Bhatia on 07 05.2011.

16.17 Investigation has revealed that Smt. Renu Mohan through Advocate Shiv Sharma filed an application with Estate Office, UT, Chandigarh on 05.04.2011 regarding transfer of house No. 1149, Sector 8-C, Chandigarh in her name. Thereafter, she filed another prescribed application on 25.08.2011 for transfer of 100% share of H.No.1149, Sector 8, Chandigarh on the basis of intestate deaths of Sh. G.D. Vaid, Smt. Shanta Vaid and Ms Meenu Vaid claiming herself to be biological daughter of Late Sh. G.D. Vaid and Smt. Shanti. She furnished a birth certificate of a female baby procured from Holy Family Hospital Rawalpindi, Pakistan signed by one Sh. Moin Uz Zafar Khan O/s In-charge Officer, Record Office, Holy Family Hospital, Rawalpindi, Pakistan. Along with above application statement of Sh. Jatinder Singh Birgi recorded before Court of Sh. M.L. Sharma, SDM, Central, Chandigarh and an affidavit furnished by Sh. Jatinder Singh Birgi were also submitted in which Sh. Jatinder Singh Birgi had stated that he does not claim or has possession of house No.1149, Sector 8-C, Chandigarh. On

13.04.2011, Sh. M.L Sharma, SDM, Central, Chandigarh passed an order authorizing the SHO, PS-3 Chandigarh to seal/attach and to hold the said disputed property till a decree/order of the competent authority determining the rights of the parties or the claim to possession of said House No.1149, Sector 8-C, Chandigarh is finally passed and subsequently, the proceedings already pending on the basis of Kalandara provided by the police were ordered to be dropped by Sh. M.L. Sharma, SDM (Central), Chandigarh on 25.07.2011.

16.18 *Investigation revealed that Smt. Renu Mohan executed an Agreement Assignment with Sh. Ved Pal Singh s/o Sh. Suraj Singh Arya R/o V.P.O. Sindhar, Dist. Hisar and Sh. Balbir Singh S/o Sh. Kapoor Singh R/o V.P.O. Nehala, Tehsil Bhuna, District Fatehabad, Haryana on 15.06.2011 in respect of H.No.1149, Sector 8, Chandigarh on consideration amount of Rs.4 crores. Out of this Rs.50 lacs were paid by both the joint buyers on 15.06.2011 and Rs.2.5 crores were payable by 31.07.2011 and remaining amount of Rs.one crore was payable at the time of handing over of the possession of the house.*

16.19 *Investigation has revealed that the matter of transfer of property in name of Smt. Renu Mohan was examined by the Legal Cell of the Estate Office and two Law Officers opined on 09 09.2011 that the property cannot be transferred in absence of adequate record in favour of Smt. Renu Mohan. Accordingly, Smt. Renu Mohan was informed. Smt. Renu Mohan again submitted an application dated 09.12.2011 to the Estate Office for transfer of house No.1149, Sector 8-C, Chandigarh in her name along with another birth certificate dated 05.11.2011 with the similar dispatch number STAT/HFH/2011/95 dated 23.05.2011 already supplied to the Estate Office. The birth certificate dated 05.11.2011 was duly*

attested/authenticated by Sh. Rajvir Singh Assistant Consular Officer, High Commission of India, Islamabad as well as attested by officer of Ministry of Foreign Affairs, Pakistan, Islamabad. Smt. Renu Mohan also enclosed affidavits of Sh. Yogesh Kumar Mohan, Smt. Santosh Dutta, Sh. Ravinder Nath Dutta all residents of Lucknow and Smt. Chitra Bali and Smt. Chander Kanta Bali, both residents of Delhi mentioning that she (Renu, now known as Renu Mohan after her marriage) was born from the wedlock of Sh. G.D. Vaid and Smt. Shanti Vaid @ Shanta Vaid on 11.01.1945 in Rawalpindi (now in Pakistan). Smt. Renu Mohan also procured an affidavit of Rashi Sethi Gupta w/o Sh. Aashish Gupta r/o H.No.1151 Sector 8-C Chandigarh mentioning that Ms. Meenu Vaid was living in her neighbourhood and Ms. Shanta Vaid, mother of Ms. Meenu Vaid, had expired in 2002 and her husband Sh. S. Vaid father of Ms. Meenu Vaid expired in 2004. Ms. Meenu Vaid remained unmarried throughout her life and died issueless in the month of March, 2011. Smt. Renu Mohan also furnished the attested copy of her high school pass certificate bearing date of birth 11.01.1945 and completed her high school education from Convent Lady Intermediate College, Allahabad. Her father's name is mentioned as Ram Sarover Dutta in the said certificate. Mrs. Renu Mohan also submitted a photocopy of her PAN AMGPM6598P showing her father's name as Ram Sarover Dutta.

16.20 Investigation has revealed that Sh. Rattan Lal son of Sh. Sita Ram r/o H.No.244, Sector 19-A Chandigarh also filed an application on 09.09.2011 with the Estate Office and claimed that he entered into an agreement to sell dated 27.04.2011 for purchase of 100% Share of house No.1149, Sector 8-C, Chandigarh from Sh. Jatinder Singh Birgi. He also claimed that he

had already paid Rs.30 lacs to Sh. Jatinder Singh Birgi and Sh. Raj Kumar Bhatia in advance. He also submitted an Agreement to Sell dated 16.03.2011 executed between Ms. Meenu Vaid and Sh. Jatinder Singh Birgi for Rs.8,75,00,000/-. Sh. Rattan Lal also submitted a receipt showing that Ms. Meenu Vaid had received Rs. 60,00,000/- as earnest money against the sale of House No.1149, Sector 8-C, Chandigarh from Sh. Jatinder Singh Birgi. He requested the Estate Office not to issue any NOC for the above property.

16.21 Investigation has revealed that Sh. Rajan Khetarpal, Advocate on behalf of his client Sh. Ravi Gulati S/o Sh. V.D. Gulati R/o Pacham Vihar, Sector 67, Mohali claimed the ownership of house No.1149, Sector 8, Chandigarh filing an application with the Estate Office, Chandigarh on 20.9.2011 and requested that no NOC for transfer of this property to any person should be given till the decision of the court.

16.22 Investigation has revealed that Estate Office informed Sh. Rattan Lal and Sh. Rajan khetarpal, Advocate of Sh. Ravi Gulati to furnish documentary proof in support of claiming for the property H. No.1149, Sector 8-C, Chandigarh. The matter regarding objection raised by Sh. Rattan Lal was examined by the Estate Office and the same was approved by the then Asstt. Estate Officer, Sh. Rahul Gupta on 09.05.2012. Thereafter, Smt. Renu Mohan was asked to issue public notice in respect of H.No.1149, Sector 8-C, Chandigarh for transfer of property in her name.

16.23 Investigation has revealed that in the month of May/June, 2011 Sh. Raj Kumar Bhatia informed one Sh. Vinod Kumar S/o Sh. Ram Asra, R/o H.No.264, New Kundan Puri, Ludhiana that Ms. Meenu Vaid got expired and suggested him to file his claim in Estate Office, UT, Chandigarh on the basis of Will of Sh.

G.D. Vaid in his favour. Accordingly, Sh. Vinod Kumar visited Chandigarh and met Sh. Raj Kumar Bhatia and thereafter, he applied for transfer of ownership in his favour in respect of property No.1149/Sector 8-C, Chandigarh on 04.06 2012 alongwith Liability Affidavit of Beneficiary Will dated 6.3.1992, photocopy of Will (English version), indemnity bond, photocopy of death certificate of Sh. Gurucharan Dass Vaid, photocopies of ID proof of himself, Sh. Rajesh Jain and Sh. Kulwinder Singh. On enquiry by the Estate Office, the alleged Will claimed by Sh. Vinod Kumar was found to be fake. Later on, it got an FIR registered against Sh. Vinod Kumar with UT Police, Chandigarh.

16.24 Investigation has revealed that on 13.06.2012, Smt. Renu Mohan through her counsel Sh. Shiv Sharma submitted the clippings of public notice with a request to transfer the property in her name. Thereafter, on 17.12.2012, Estate Office, Chandigarh issued the letter for transfer of property H. No.1149, Sector 8-C, Chandigarh in the name of Smt. Renu Mohan.

16.25 Investigation has revealed that Sh. Raj Kumar Bhatia, Advocate also filed Civil Suit titled as *Raj Kumar Bhatia Vs General Public, the Estate Officer, UT Chandigarh, SDM, Central, UT Chandigarh, SHO Police Station, Sector 3, Chandigarh and Jatinder Singh Birgi u/s 192 (1) r/w section 272 of Indian Succession Act, 1925 r/w 151 of CPC for issuance of direction to the respondent, not to seizing this property/dispossession of the petitioner from the property bearing H.No.1149, Sector 8-C, Chandigarh and passing of any appropriate orders.*

16.26 Investigation has revealed that Sh. Raj Kumar Bhatia, Advocate filed an application for recalling order dated 17.12.2012 passed Estate Office regarding transfer of the ownership. Accordingly, Sh. Raj Kumar

Bhatia, Advocate was informed to get the claims determined in the property from the Competent Court of Law. Sh. Vinod Kumar also requested the Hon'ble Administrator to set aside the orders of transfer of ownership. Sh. Vinod Kumar also gave an advance notice not to register the sale deed to the Deputy Commissioner (DC), UT Chandigarh and thereafter a detailed note was put up to Sh. Mohd. Shayin, Estate Officer/DC who remarked "the matter has been examined in detail and the office is of the view that the property may not be transferred due to multiple litigations going on and the same was approved by competent authority, the then Finance Secretary. Accordingly, the Sub Registrar, UT Chandigarh was requested vide letter No.30534 dated 05.11.2013 that since multiple litigations are going on in the present case as such not to register any sale/gift/transfer deed in respect of H. No.1149, Sector 8-C, Chandigarh in view of the order dated 05.09.2013 passed by the Finance Secretary, UT, Chandigarh. Meanwhile, a FIR bearing no.356 dated 13.06.2013 was registered in the Police Station, Sector 17, Chandigarh against Sh. Vinod Kumar under section 420, 51x, 466, 467, 468, 471, 474 of IPC and after concluding the investigation, charge sheet filed on 21.10.2014 before the Chief Judicial Magistrate, Chandigarh and now the case is in under trial.

16.27 *Investigation has revealed that the order of the Estate Office was received in Sub Registrar Office, Chandigarh on 06.11.2013 not to register any sale/gift/transfer deed in respect of H. No.1149, Sector 8, Chandigarh. Sh. Balbir Singh and Sh. Ved Pal Singh were getting difficulty to get the transfer of the H. No.1149, Sector 8-C, Chandigarh. Meanwhile, Sh. Rajbirinder Singh Chahal, practising Advocate in High court showed*

interest in purchasing of the H. No.1149, Sector 8, Chandigarh and a meeting was held with Ved Pal Singh and Sh. Balbir Singh. It was decided that Sh. Rajbirinder Singh Chahal shall pay Rs.50 lacs as profit to Sh. Ved Pal Singh and Sh. Balbir Singh and 3.5 crores will be paid to Smt. Renu Mohan. The total consideration amount received by Ms. Renu Mohan is Rs.3,54,87,300 of which Rs 2,07,67,300/- is in the form of DD/RTGS/Cheque and Rs.1,47,20,000/- is in cash.

16.28 *Investigation has revealed that Smt. Renu Mohan applied for transfer of said property in name of Sh. Rajbirinder Singh Chahal on 06.02.2015. The Sub Registrar Office ignored the directions of the Estate Office not to register any sale/gift/transfer deed in respect of H. No.1149, Sector 8, Chandigarh. On 06.02.2015, a Sale Deed of H.No. 1149, Sector 8-C, Chandigarh between Smt. Renu Mohan and Sh. Rajbirinder Singh Chahal was presented before Shinderpal Singh, Naib Tehsildar/Joint Sub Registrar, UT, Chandigarh along with relevant documents, regarding title of property and affidavit from vendor and vendee.*

16.29 *Investigation has revealed that it was the duty of the Registering Officer/Tehsildar to check whether any litigation was going on against the property in question from the Estate Office/Courts. However, Sh. Inderpal Singh had marked the said sale deed to the Registration Clerk Sh. Ajay Pal Singh for further necessary action, including checking of status of property in question from the office record/computer. But the Registration Clerk did not give in writing on the said sale deed regarding restraint on the Sale Deed of property in question by Estate Office, UT Chandigarh, which was entered at Sr. No.136 in the record/list and was already fed in the computer installed in the office of Sub Registrar, UT,*

Chandigarh for the purpose. When it came in the notice of authorities of Estate Office, UT Chandigarh, Sh. Mohammad Shayin, the then Estate Officer/D. C. has recommended disciplinary action against Sh. Inderpal Singh, Naib Teshildar and Sh. Ajay Pal Singh, Registration Clerk under major penalty.

16.30 *Investigation has revealed that during the pendency of Enquiry before the CBI on the orders of Hon'ble Supreme Court, Sh. Raj Kumar Bhatia contacted Smt. Sneh Lata, cousin of Late Ms. Meenu Vaid and told her that she may file her claim in the Court under Hindu Succession Act on the properties of Late Sh. Gurucharan Dass Vaid as class-II legal heir. Simultaneously, he contacted another person Sh. Jaskarnabir Singh who deals in Real Estate. He told him that H.No.1149, Sector 8-C, Chandigarh will be transferred in the name of his client Mrs. Sneh Lata as she is class-II legal heir of Late Ms. Meenu Vaid through Estate Office, Chandigarh. Mr. Raj Kumar Bhatia told him that he had filed the case in the Hon'ble Supreme Court and he is very certain that Sneh Lata is class-II and only surviving legal heir of Late Ms. Meenu Vaid. Thereafter, Sh. Jaskaranbir Singh expressed his willingness to purchase H. No.1149, Sector 8-C, Chandigarh and signed a Memorandum of Understanding (MOU) with Sh. Raj Kumar Bhatia on 25th of June, 2016 and paid him Rs.5 lacs as a confirmation amount in the name of Sh. Raj Kumar Shatia. The deal was finalized for a total amount of Rs.4,60,00,000/-. It was agreed in the MOU that Sh. Jaskaranbir Singh will pay Rs. 20 lacs more as an earnest money in the name of Mrs. Sneh Lata at the time of agreement to sell. In the MOU, vide clause No.6, Sh. Raj Kumar Bhatia had restrained him to meet negotiate directly with the class-II legal heir Mrs. Sneh Lata*

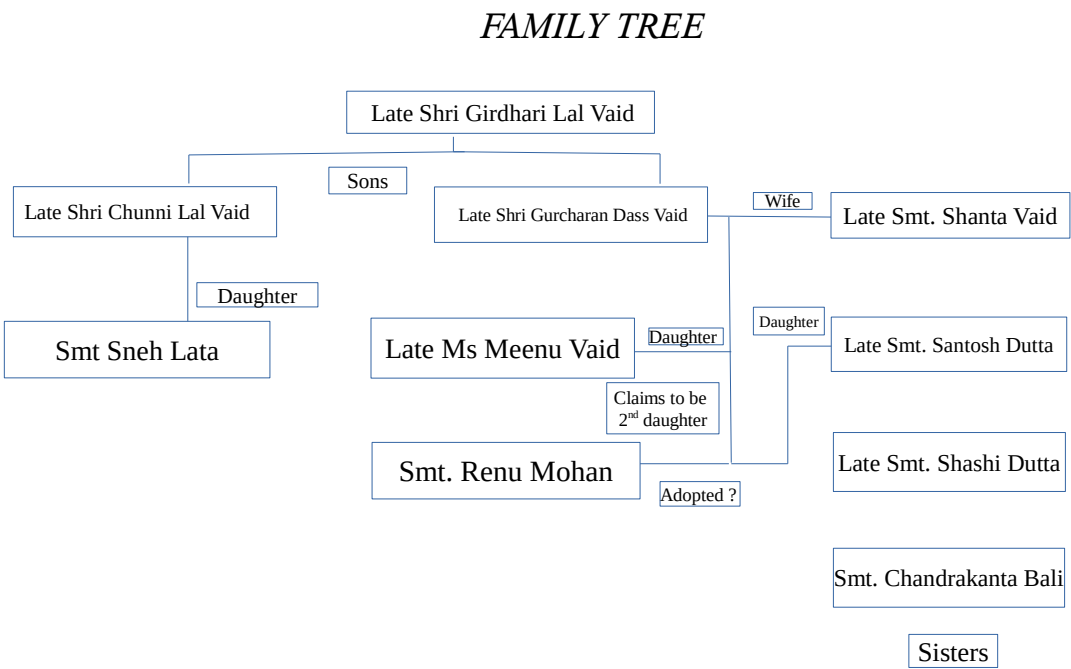
before the execution of agreement.

16.31 Investigation has revealed that Agreement to Sell dated 28.07.2016 was executed between Smt. Sneh Lata and Sh. Raj Kumar Bhatia S/o Sh. Hans Raj R/o H.No.5-B, Sector 44-A, Chandigarh for H. No.1149, Sector 8-C, Chandigarh being class-II legal heir of Late Sh. Gurucharan Dass on consideration amount of Rs.3,25,00,000/-. Thereafter another Agreement to Sell dated 26.07.2016 was executed between Sh. Raj Kumar Bhatia S/o Sh. Hans Raj R/o H.No.5-B, Sector 44-A, Chandigarh and Sh. Jaskaranbir Singh S/o Late Sh. Ranjit Singh Sandhu, R/o H. No.891, Phase 7, Mohali on a consideration amount of Rs.4,60,00,000/-.

16.32 Investigation has revealed that Sh. Raj Kumar Bhatia filed an application under Order-I Rule 10 CPC for impleading Smt. Sneh Lata as party in the Civil Suit titled as Renu Mohan Vs. General Public in the Court of Civil Judge (Senior Division), Chandigarh in the month of July, 2016 on the properties of Sh. Gurcharan Dass Vaid, her uncle a class-II only surviving legal heir. Smt. Sneh Lata also applied for transfer of the H.No. 1149, Sector 8-C, Chandigarh in her name with the Estate Office, UT, Chandigarh in July 2016.

16.33 Investigation has revealed that efforts were made to explore the chances using DNA fingerprint method to scientifically test the claim of Smt. Renu Moha, contacting Centre for DNA Finger printing, Hyderabad (CDFD). As the house was demolished, the clothes/personal effects of Ms. Meenu Vaid, possibly containing DNA traces of the deceased are not available. In this regard, Senior Technical Officer, CDFD, Hyderabad told that with the DNA samples of Smt. Renu Mohan and relatives who are alive (Smt. Chandrakanta Bali, sister of mother of the deceased and Smt. Sneh Lata

daughter of elder brother of the father of the deceased), it is not possible to determine that Ms. Meenu Vaid and Mrs. Renu Mohan are sisters through DNA Fingerprinting. The family tree of Vaid family is as under:-



16.34 Investigation has revealed that there are lapses on the part of Sh. Rahul Gupta, PCS, the then Assistant Estate Officer, UT Chandigarh, Sh. Vineet Syal, Junior Assistant Officer, UT Chandigarh in transfer of property, H. No.1149, Sector 8-C, Chandigarh in name of Smt. Renu Mohan, claiming herself biological daughter of Sh. G.D. Vaid and Smt. Shanta Vaid and also on the part of Sh. S.L. Kundra, Notary Public for attestation/notarization of documents i.e. Rent Deed dated 14.03.2011 and Agreement to Sell dated 16.03.2011 etc. However, there are not sufficient evidences to prosecute them. Accordingly, for the lapses on their part, their concerned authorities are being requested to take appropriate action against them.

16.35 The aforesaid facts constitute commission of offences punishable u/s 120-B, 417, 420, 467, 468, 471 of IPC by accused Sh. Jatinder Singh Birgi S/o Sh. Harbans Singh R/o House No.158, Sector 46-A,

Chandigarh. They in conspiracy with each other forged the documents such as Rent Agreement, Agreement to Sell and the Will etc. and used these forged documents to get transfer of ownership of the property in favour of Sh. Jatinder Singh Birgi.

16.36 It is, therefore, humbly prayed that accused Sh. Jatinder Singh Birgi S/o Sh. Harbans Singh R/o House No.158, Sector 46-A, Chandigarh and Sh. Raj Kumar Bhatia S/o Sh. Hans Raj, R/o House No.5-B, Sector 44-A, Chandigarh, both private persons may be summoned and tried as per law.”

It is worth noticing here that 24 prosecution witnesses have already been examined before the trial Court.

The petitioner, who is present in the Court in person, has argued that in terms of the order of the Hon’ble Supreme Court, 06 points were framed on which the CBI was directed to conduct an enquiry, however, nothing was observed with regard to the role of the petitioner and, therefore, the CBI while registering the FIR and submitting the charge-sheet has gone beyond the scope of the directions given by the Hon’ble Supreme Court.

The petitioner has further argued that the allegation against him are that after a rent agreement, agreement to sell and a Will was executed by Ms. Meenu Vaid in favour of Jatinder Singh Birgi, he entered into an agreement to sell with one Rattan Lal and as per Clause 16.5, it was observed that these documents are fake with forged document of Meenu Vaid, however, there is no role of the petitioner – Raj Kumar Bhatia. The petitioner has further argued that the allegation against him in Clause 16.16 is that later on, the co-accused namely Jatinder Singh Birgi entered into an agreement to sell with one Rattan

Lal of the house for Rs.3.25 crores and had paid Rs.13 lacs as earnest money out of which Rs.5 lacs was paid to the petitioner – Raj Kumar Bhatia in cash and Rs.10 lacs was paid through cheque in the bank account of Sudesh Rani Bhatia wife of the petitioner – Raj Kumar Bhatia on 07.05.2011 whereas there is no such allegation or documentary evidence to prove this fact. The petitioner has also submitted that it is further stated in the final report submitted under Section 173 Cr.P.C., that he informed one Vinod Kumar to stake claim over the property on the basis of the Will of G.D. Vaid, father of Meenu Vaid on the basis of the alleged Will executed by him in favour of Vinod Kumar. It is further submitted that on enquiry by the Estate Officer, Chandigarh, the alleged Will claimed by Vinod Kumar was found to be a fake Will and an FIR was registered against Vinod Kumar with U.T. Police, Chandigarh. It is also submitted that even with regard to this, there is no evidence on record.

The petitioner has further argued that it has come in para 16.25 of the final report submitted under Section 173 Cr.P.C., he filed a civil suit titled as Raj Kumar Bhatia vs General Public, the Estate Officer, U.T., Chandigarh, S.D.M. Central, U.T., Chandigarh, S.H.O. Police Station Sector 3, Chandigarh and Jatinder Singh Birgi (co-accused) under Section 192(1) read with Section 272 of the Indian Succession Act, 1925 read with Section 151 CPC, for issuance of direction to the respondents to not to seize the property/dispossession of the petitioner from the same house and even a suit was filed to protect his possession over the property. It is also submitted that 02 persons namely Balbir Singh and Ved Pal Singh, through one

Rajbirinder Singh Chahal, Advocate had tried to get the house in dispute by setting up an agreement to sell from one Renu Mohan, who claimed herself to be a class-II legal heir of Menu Vaid by claiming that she is biological daughter of G.D. Vaid, father of Meenu Vaid. The petitioner further submitted that, in fact, Rajbirinder Singh Chahal, Advocate is a close relative of Harjit Singh, Inspector U.T. Chandigarh, who was later on, sent on deputation to CBI and has conducted the part of the investigation in a biased manner. It is further argued by the petitioner that as per the direction of the Hon'ble Supreme Court, a preliminary investigation was conducted by a senior officer, which was done in part by PW23 – M.K. Tiwari and the later part was done by PW24 – Inspector Harjit Singh and therefore, the investigation was not conducted as per the direction of the Hon'ble Supreme Court.

The petitioner – Raj Kumar Bhatia, has further submitted that as per the cross-examination of PW23 – M.K. Tiwari, it is stated that he never authorized Harjit Singh to conduct the investigation. It is also argued that a civil litigation is pending with regard to the inheritance of Meenu Vaid and therefore, there was no occasion for the CBI to register an FIR. The petitioner has further submitted that he is not the beneficiary of the Will set up by the co-accused Jatinder Singh Birgi and as per the scientific investigation, no definite opinion could be given regarding the signature of Meenu Vaid.

It is further argued by the petitioner that the Will dated 14.03.2011 is not comparable with the standard signatures of Meenu Vaid, therefore, no definite opinion could be given. The petitioner has no concern with the forged agreement to sell dated 16.03.2011 and the

rent agreement dated 14.03.2011. It is also argued that as per the statement of one of the prosecution witness Col. Subhash Chander Kohar, the Will executed by Meenu Vaid was of 02 pages and he has signed on the 2nd page whereas there was a photograph of Meenu Vaid on the 1st page however, on the contrary, the alleged Will examined by the CBI contain 1 page document, therefore, it was changed in conspiracy with Renu Mohan, who has also set up a claim of inheritance.

Lastly, the petitioner has referred to the statement of various witnesses who have already been examined by the trial Court to submit that no case is made out against him and therefore, the impugned order dated 20.03.2018 be set-aside and he be discharged as he only acted as an Advocate to protect interest of his client.

In reply, counsel for the CBI has opposed the submissions made by the petitioner and argued that from the perusal of the FIR, the challan report and the documents relied upon by the CBI, a clear *prima facie* case is made out against the petitioner and the co-accused Jatinder Singh Birgi as the rent agreement dated 14.03.2011, agreement to sell dated 16.03.2011 and the Will dated 14.03.2011 allegedly executed by Meenu Vaid in favour of Jatinder Singh Birgi were found to be forged documents. During the investigation, it was found that the petitioner was a conspirator in securing the forged Will dated 14.03.2011 as it was draft by him and then, he secured the signatures of Col. Subhash Chander Kohar by way of misrepresentation. It is further submitted that therefore, the petitioner and Jatinder Singh Birgi made an agreement to sell with Rattan Lal in which huge amount was paid to Jatinder Singh

Birgi and Rs.5 lacs was paid to the petitioner in cash and another amount of Rs.10 lacs was paid by way of cheque in the name of his wife which establish that the petitioner was not acting as an Advocate and rather was interested in the property. It is further argued that the role of the petitioner during the pendency of the enquiry further show that one Sneha Lata was induced by him to set up her claim as Class II heir of Meenu Vaid and then, another agreement was entered with Jaskaranbir Singh by alluring him to purchase the house for a sum of Rs.4.60 crores at the instance of the petitioner. Counsel for the respondent – CBI has, thus, argued that on basis of the scientific investigation, the challan was presented and the case is at the advanced stage of prosecution evidence as 24 prosecution witnesses have already been examined and none of the witness is declared hostile.

After hearing the petitioner in person and counsel for the respondent – CBI, I find no ground to set-aside the impugned order dated 20.03.2018 dismissing application for discharge for the following reasons:-

(a) During the investigation conducted by CBI, sufficient evidence of conspiracy has come on record as 03 forged documents i.e. rent agreement dated 14.03.2011, agreement to sell dated 16.03.2011 and the Will dated 14.03.2011 were prepared with a motive to defraud Meenu Vaid of her valuable property, which was sufficient to frame charge against the petitioner and the co-accused Jatinder Singh Birgi.

(b) Not only this, the petitioner – Raj Kumar Bhatia and the co-accused – Jatinder Singh Birgi have further entered into an agreement to sell with one Rattan Lal to sell the house and in that process, the petitioner –

Raj Kumar Bhatia received Rs.5 lacs in cash and Rs.10 lacs by way of a cheque in the name of his wife, which show that the petitioner was directly interested in the property and both the accused were in a haste to dispose of the same.

(c) The very fact that the petitioner himself filed a suit titled as 'Raj Kumar Bhatia vs General Public' to claim possession over the property also show that the petitioner by way of an overt act wanted to take possession of the house in dispute and was directly involved in the entire episode.

It is also worth noticing that it is the petitioner himself, who has approached the Hon'ble Supreme Court wherein the directions were issued to the CBI to conduct an enquiry and after a proper enquiry, CBI found the petitioner and Jatinder Singh Birgi to be the persons against whom evidence worth submitting challan has come on record.

(d) The argument raised by the petitioner with regard to statements, which has come in the statement of PW6 – Rattan Lal in his cross-examination and PW23 – M.K. Tiwari and PW24 – Harjit Singh, Inspector, 02 officers who conducted the preliminary enquiry nowhere suggests innocence of the petitioner. Even otherwise, it is well settled principle of law that at the stage of discharging a person, the evidence cannot be looked into as sufficient material has come on record and all the prosecution witnesses recorded so far are duly supporting the version.

(e) The validity of the Will is to be seen during the course of trial on the basis of the evidence led by the prosecution and mere fact that the CFSL report has stated that no definite opinion could be given regarding signature of Meenu Vaid is not a ground to discharge the petitioner.

In view of what has been discussed hereinbefore, finding no illegality or infirmity in the impugned order dated 20.03.2018 passed by the trial Court, the revision petition fails and is accordingly dismissed.

19.02.2020

yakub

(ARVIND SINGH SANGWAN)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable:	Yes/No