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HIGH COURT OF CHHATTISGARH, BILASPUR**MCRCA No. 240 of 2021**

Vinay Biswas, S/o Late K.P. Biswas, Aged About 45 Years R/o
Fafadih, Raman Mandir District - Raipur Chhattisgarh.

---- Applicant**Versus**

State of Chhattisgarh, Through Police Station - Civil Line,
District - Raipur Chhattisgarh.

---- Non-applicant**MCRCA No. 341 of 2021**

Sanjay Mishra S/o R.S. Mishra Aged About 47 Years R/o
Shivanand Nagar, Khamtarai, District Raipur Chhattisgarh.

---- Applicant**Versus**

State of Chhattisgarh Through Police Station, Civil Lines,
District Raipur Chhattisgarh.

---- Non-applicant

For Applicant (MCRCA 240/2021) : Shri Akash Kumar Kundu, Advocate

For Applicant (MCRCA 341/2021) : Shri Pragalbha Sharma, Advocate

For Non-applicant/State : Shri B.P. Banjare, Dy. G.A.

For Objector : Shri Sharad Yadu, Advocate

(Proceedings through Video Conferencing)**Hon'ble Shri Justice Parth Prateem Sahu****Order on Board****19.07.2021**

1. Since both the applications are arising out of same crime number, they are being heard and decided by the common order.
2. The applicants have preferred this first bail application under Section 438 of the Cr.P.C. for grant of anticipatory bail, as they are apprehending their arrest in connection with Crime No.419 of 2020, registered at Police Station Civil Line, District Raipur (C.G.), for offence punishable under Sections 420, 467, 468, 120B, 34 of Indian Penal Code.

3. Case of the prosecution in brief, is that co-accused Ajmer Singh on the pretext of one agreement to sale dated 26.04.2016 between him and one Rajkumar Saravgi (original owner of the land in dispute) have further entered into an agreement to sale with the complainant on 12.09.2016 for the consideration mentioned therein. At the time of entering into an agreement on 12.09.2016, complainant has paid Rs.26.50 Lacs as advance and thereafter, in different installments, he paid further amount making the total amount paid by him as Rs.72.50 Lacs. When he came to know that the piece of land which he wanted to purchase, was sold out to some other person, he contacted Rajkumar Saravgi on his mobile phone, upon which, he was intimated that there was no agreement between Rajkumar Saravgi and Ajmer Singh. Based on the information, complainant approached to Ajmer Singh for refund of money, upon which, one agreement was entered into on 02.11.2017 mentioning that co-accused Ajmer Singh will return the entire money by February 2018 to the complainant but after lapse of lone time, when the amount paid by him to co-accused Ajmer Singh was not refunded, he lodged a complaint. Along with Ajmer Singh, present applicants who are witness to the agreement dated 12.09.2016 has also been made accused in this case.
4. Shri Akash Kumar Kundu and Shri Pragalbha Sharma, learned counsel for respective applicants would submit that applicants have signed the agreement executed by Ajmer Singh with complainant Mahendra Kumar Khurana, they are witnesses to the

content of the document executed between the parties and they were not the witness of agreement said to be executed between Rajkumar Saravgi and Ajmer Singh on 26.04.2016. They would further submit that entire dealings have already been taken place between the complainant and Ajmer Singh and at the time of execution of agreement, present applicants have only signed the document and present applicant were not involved in any manner of commission of offence as alleged against them. It is contended that as per allegations made in the written report and First Information Report, complainant has paid all the amount to Ajmer Singh only and not a single penny has been paid to the applicants. It is further contended that co-accused Ajmer Singh was enlarged on regular bail by co-ordinate Bench of this Court in MCRC No.385 of 2021 vide order dated 23.02.2021, hence, present applicants may be enlarged on anticipatory bail.

5. Per contra, Shri B.P. Banjare, learned Deputy Government Advocate representing the State vehemently opposes the bail application and submits that co-accused Ajmer Singh based on the forged agreement has entered into the agreement with complainant and obtained huge amount of Rs.72.50 Lacs. He further submits that the documents and signature dated 26.04.2016 are sent to handwriting expert, but no report has been received till date. It is contended that present applicants have signed the agreement dated 12.09.2016 as witness to the document, hence, they are not entitled for grant of anticipatory bail.

6. Shri Sharad Yadu, learned counsel for the objector submits that co-accused Ajmer Singh with whom the complainant entered into an agreement was well aware that the agreement based upon which he has entered into an agreement was forged document. He further submits that present applicants who signed the agreement dated 12.09.2016 executed between Ajmer Singh and complainant as witness are closely associated with co-accused Ajmer Singh who have accepted the huge amount from the complainant based on the forged and fabricated document, hence, applicants are also aware with regard to intent of co-accused. It is contended that complainant after getting knowledge with regard to agreement dated 26.04.2016 to be forged upon a telephonic talk with Rajkumar Saravgi has approached the co-accused Ajmer Singh for return of money, upon which, Ajmer Singh entered into an agreement dated 02.11.2017 and there is specific clause No.7 wherein it has been mentioned that if he failed to return the amount, then the income received by Anita Singh (wife of Ajmer Singh) from her spa will be handed over to him. It is further contended that co-accused has obtained the favorable order in MCRC No.385 of 2021 by placing wrong fact, hence, present applicants are not entitled for grant of anticipatory bail.
7. I have heard learned counsel for the parties.
8. The allegation against the present applicants are that they have signed the documents i.e. agreement to sale of land dated 26.04.2016 wherein co-accused Ajmer Singh entered into

agreement with complainant as witness. Entire amount has been deposited with Ajmer Singh in his account. There is no complainant that present applicants in any manner convinced the complainant for purchasing the property in dispute or have received any amount from the complainant. Co-accused Ajmer Singh with whom the complainant has entered into an agreement and entire amount of Rs.72.50 Lacs has been paid was enlarged on regular bail by co-ordinate Bench of this Court in MCRC No.385 of 2021 vide order dated 23.02.2021.

9. Taking into consideration aforementioned facts and circumstances of the case, without commenting anything into the merits of the case, I am inclined to release the present applicants on anticipatory bail.
10. Accordingly, bail applications (MCRCA Nos.240 of 2021 and 341 of 2021) are allowed and it is directed that in the event of arrest of the applicants in connection with the aforesaid offence, they shall be released on anticipatory bail on their furnishing a personal bond for a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) each with one surety in the like sum to the satisfaction of the arresting officer and they shall be abide by the following conditions :-

(i) they shall make themselves available for interrogation by a police officer as and when required;

(ii) they shall not directly or indirectly make any inducement, threat or promise to any person acquainted

with the facts of the case so as to dissuade them from disclosing such facts to the Court or to any police officer.

(iii) they shall not influence the witnesses during pendency of the trial.

Certified copy as per Rules.

Sd/-
(Parth Prateem Sahu)
Judge