

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-17181-2021 (O&M)

Date of decision: 24.11.2021

Anil Panwar

... Petitioner

Vs.

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. Keshav Pratap Singh, Advocate
for the petitioner.

Mr. Deepak Grewal, DAG, Haryana.

Mr. Sandeep Bhardwaj, Advocate
for the complainant.

ARVIND SINGH SANGWAN, J. (ORAL)

Prayer in this petition is for grant of anticipatory bail in FIR No.322 dated 19.12.2020 under Sections 420, 467, 468, 471, 120-B IPC, registered at Police Station Sadar Palwal, District Palwal.

While granting interim bail to the petitioner, following order was passed by this Court on 23.04.2021: -

“...Counsel for the petitioner submits that the allegation in the FIR lodged by the complainant, Himmat Rai, is that one of the accused has impersonated as the complainant and entered into an agreement to sell his property to Kulbir Tewatia. Counsel

contends that the petitioner is a property dealer, who brokered the deal and there is no allegation qua him regarding impersonation. He submits that the petitioner is not a signatory to the agreement to sell. He submits that Kulbir Tewatia has paid an amount of Rs.60 lacs to purchase the property, out of which Rs.30 lac has already been returned to him and the balance amount would be returned within a period of one month from today. He submits that the petitioner is ready to join the investigation and co-operate with the Investigating Agency...”

Learned counsel for the petitioner submits that the FIR was registered at the instance of Himmat Rai son of Sadhu Lal with the allegations that he is owner in possession of land described in the FIR, situated in Village Tikri Brahman. His son is an Army Officer and accused namely Ram Rattan, Shiv Narayan, both sons of Khema, witness Parveen and witness No.2 Kulvir Tewatia and witness No.3 Rajesh Tewatia have committed the offence of cheating with him, as by impersonation, they have got an agreement to sell dated 11.09.2020 executed regarding sale of aforesaid land and in that process, they have received an amount of Rs.60.00 lacs from Shiv Narayan and Ram Rattan. It is further submitted that role of the petitioner is that he acted as a broker and he has refunded the amount of Rs.30.00 lacs to the proposed purchasers Shiv Narayan and Ram Rattan.

Learned counsel states at the bar that remaining amount of Rs.30.00 lacs has also been returned to Shiv Narayan and Ram Rattan, though an attempt was made to cheat the complainant, however, the agreement to sell

was never converted into sale deed and the same has been cancelled. It is further submitted that in pursuance of the order dated 23.04.2021, the petitioner has joined the investigation and is not required for any further investigation.

Learned State counsel, assisted by learned counsel for the complainant, has not disputed the factual position, however, on instructions from Inspector Sat Narayin, states that the petitioner has joined the investigation and is no more required for any further investigation. It is further submitted that the entire amount of agreement to sell stands returned to the persons, from whom it was taken.

Learned counsel for the complainant has, however, submitted that the accused persons, in conspiracy with each other, have tried to sell the land of the complainant by producing an impersonator and induced co-accused to pay the money

In view of the above, this petition is allowed and the interim bail granted to the petitioner vide order dated 23.04.2021 is made absolute subject to the conditions envisaged under Section 438 (2) Cr.P.C.

However, it is observed that in view of the fact that learned counsel for the petitioner has stated that agreement to sell will have no bearing on rights of complainant Himmat Rai, it is made clear that the agreement to sell dated 11.09.2020 is deemed to be cancelled for all intents and purposes.

[ARVIND SINGH SANGWAN]
JUDGE

24.11.2021
vishnu

Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No