

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.

(205)

CRM-M-20220 of 2021

Date of Decision: 08.11.2021.

Bahadur Singh

....Petitioner.

Versus

State of Punjab

....Respondent.

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr.G.S.Dhillon and Mr. Rakesh Gupta,
Advocates for petitioner.

Mr. N.K. Banka, DAG, Punjab.

Mr. Sunny Kumar Singla, Advocate for the
complainant.

(Through Video Conferencing).

VIKAS BAHL, J.(Oral)

This petition has been filed under Section 438 Cr.P.C. for grant of anticipatory bail in case FIR No.03 dated 15.07.2016 registered under Sections 420, 465, 468, 471 and 120-B IPC, at Police Station NRI Sangrur, District Sangrur, Punjab.

The brief case of the prosecution is that on the complaint of Gurcharan Singh, the present FIR has been registered in which the allegations have been made that the said Gurcharan Singh had a brother by the name of Amar Singh, who is an NRI and the said two brothers along with their mother and father had land measuring 232 Bighas as well as a commission agent shop in the name of Darshan & Sons and one sheller in the name and style of Dhanesar Rice Mills, Bhudan. It is stated

that the business is joint and all the account work is done by Darshan Singh, father of the complainant through their accountant. It is further alleged that the said Amar Singh was married to Manpreet Kaur, who was resident of Canada and on the said marriage, an amount of Rs. One crore and fifteen lakhs was spent and after the marriage of the said Amar Singh, element of greed/fraud arose in the mind of Darshan Singh, mother Surinder Kaur and brother Amar Singh and in the year 2012 with an intention to commit fraud, they reset the credit limit of Axis Bank jointly with Surinder Kaur to the tune of Rs. 40 lacs and they withdrew the said amount of Rs. 40 lacs under the signature of the mother of the complainant in connivance with each other, regarding which the complainant had no knowledge and neither his signature were there on the cheque vide which withdrawal of Rs. 40 lacs was made.

The complainant learnt from the bank officials that Darshan Singh withdrew the money under the signatures of the mother of the complainant whereas the amount could not have been withdrawn from the joint limit unless they were signed by both the complainant and the mother. It is also stated that after getting suspicious, the complainant procured papers with respect to the sheller from the Food and Supply Department under the RTI Act and found out that Amar Singh, brother of the complainant and Darshan Singh, father of the complainant in connivance with each other, had prepared one deed regarding the sheller in which it had been written that they had taken the land of the complainant measuring 8 bighas and 3 biswas on lease for running the sheller. It is alleged that the said lease deed is forged and fabricated and did not bear the signatures of the complainant and that they used the

income of the ancestral land, sheller and commission agent shop by transferring the same to Canada.

Learned counsel for the petitioner has argued that the petitioner had signed the lease deed only as a co-sharer. It is submitted that the Superintendent of Police concerned in its enquiry report had found the petitioner to be innocent. It is also submitted that the petitioner is not the beneficiary of the lease deed Annexure P-2 and it is Darshan Singh, (main accused), who is the beneficiary in the case and has already been released on regular bail.

It is further submitted that Bashir Mohd., co accused of the petitioner has already been granted anticipatory bail by the Addl. Sessions Judge, Sangrur.

Per contra, learned State counsel has vehemently opposed the application for grant of anticipatory bail and has submitted that the petitioner has also appended the signatures to the said lease deed under the heading “first party” and it is prima facie clear that the said document is forged and fabricated and, thus, the petitioner having participated in the same and inspite of being a relative of Gurcharan Singh, got the said document prepared in connivance with the other accused persons and, thus, does not deserve the concession of anticipatory bail.

This Court has heard the learned counsel for the parties and perused the paperbook.

A perusal of the lease deed dated 22.10.2007 would show that the complainant Gurcharan Singh, present petitioner and Darshan Singh (co-accused) have been shown to be under the heading “party No.1”. The second party is stated to be Dhanesar Rice Mills, through its

proprietor Amar Singh and the second party has signed the said deed through Amar Singh.

It is the case of the prosecution that Gurcharan Singh has never signed the said document and that the said document is forged and fabricated. The petitioner being a party to the same and being a relative of Gurcharan Singh, cannot be permitted to argue that he was not in the knowledge of the document being forged or fabricated and that someone had impersonated that said Gurcharan Singh. A perusal of the said document would further show that the land which was owned and possessed by the complainant Gurcharan Singh has been given on lease @ Rs.2500/- per bigha and it was further stated that the first party which included Gurcharan Singh, complainant and the petitioner-Bahadur Singh, had received a sum of Rs.25,625/- in advance as lease amount of one year from starting in 2007 to 30.08.2008. The question of the complainant having received the said amount does not rise as the complainant was not even present at the time of the execution of the sale deed.

The enquiry report of the Superintendent of Police concerned has not been approved by the senior/higher officers. It is nowhere shown that Bashir Mohd. was also a relative of the complainant. The argument that the petitioner was not a beneficiary also cannot be appreciated at this stage. The said aspect is the subject matter of the trial and as per the lease deed, the amount was paid to the first party which included the petitioner.

Keeping in view the said facts and circumstances, the petitioner does not deserve the concession of anticipatory bail.

Consequently, the present petition is dismissed.

However, nothing stated above shall be construed as a final expression of opinion on the merits of the case and the trial would proceed independently of the observations made in the present case which are for the purpose of adjudicating the present bail application.

(VIKAS BAHL)
JUDGE

08.11.2021
Anjal

Whether speaking/ reasoned	:	Yes/ No
Whether Reportable	:	Yes/ No