

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-22524 of 2021
Date of decision: 16.06.2021

Ramandeep Singh

...Petitioner

Versus

State of Punjab

...Respondent

(Through video conferencing)

CORAM: *HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI*

Present: Mr. Arnav Sood, Advocate for the petitioner.

Mr. Sandeep Singh Deol, DAG, Punjab.

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Harsimran Singh Sethi, J. (Oral)

The present petition has been filed under Section 438 Cr.P.C. for the grant of anticipatory bail to the petitioner in respect of FIR No.57 dated 12.05.2021 registered under Sections 420, 465, 467, 468, 471 of IPC at Police Station City Balachaur, District Shaheed Bhagat Singh Nagar.

Learned counsel for the petitioner argues that the petitioner has nothing to do with the allegations mentioned in the FIR and submits that the petitioner has not signed any agreement to sell and has not taken any money in respect of the said agreement to sell on the basis of which, the present FIR has been registered.

Learned State counsel submits that in fact, the petitioner is trying to mislead this Court by stating that he has not signed any sale

agreement on the basis of which, the present FIR has been registered, whereas, in the enquiry, it has already come on record that the petitioner as well as co-accuseds Parminder Singh Dhillon and Hardeep Singh have not only signed the agreement to sell but, have also signed the endorsement wherein, extension of time was agreed upon for the registration of the sale deed. Learned State counsel further submits that the petitioner is a habitual offender and there are thirteen FIRs, which have been registered against the petitioner and most of them are of similar allegations.

I have heard learned counsel for the parties and have gone through the record with their able assistance.

It has been recorded by the Court below while dismissing the prayer of the petitioner for the grant of anticipatory bail in the order dated 28.05.2021 that an agreement to sell dated 29.03.2016 as well as the endorsement with regard to extension of time for the execution of the sale deed has been duly signed by the petitioner. Though, the petitioner is trying to dispute the said fact on the ground that the signatures appended upon the sale deed are not his signatures. The said fact will only be proved during the trial. As of now, the consideration is to be given, as to whether, the custodial interrogation of the petitioner is necessary to find out the truth and also to recover the money, which the complainant had paid in respect of the agreement to sell dated 29.03.2016. Further, the present FIR is not a solitary case against the petitioner on similar allegations of cheating and forgery. Learned counsel for the petitioner concedes before this Court that thirteen other cases are pending against the petitioner, wherein the allegations are similar as alleged in the present case.

Keeping in view the facts and circumstances recorded

hereinbefore, the custodial interrogation of the petitioner is necessary to unearth the truth behind the allegations and also to recover the amount which the complainant has allegedly paid to the accused persons and, therefore, no ground is made out to grant the benefit of anticipatory bail to the petitioner.

Dismissed.

However, it is made clear that anything observed herein shall not be construed to be an expression of any opinion on the merits of the case.

June 16, 2021
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(HARSIMRAN SINGH SETHI)
JUDGE

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