

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

**Sr.No.206**

**CRM-M No.22934 of 2021  
Date of Decision: 05.08.2021**

Jatinder Kaur

...Petitioner

Versus

State of Punjab

...Respondent

***(Heard through Video-Conferencing)***

**CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA**

Present: Mr. Amit Dhawan, Advocate,  
for the petitioner.

Ms. Samina Dhir, Deputy Advocate General, Punjab  
for the respondent.

Mr. R.S. Bajaj, Advocate  
for the complainant.

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**MEENAKSHI I. MEHTA, J.**

Apprehending her arrest in the criminal case pertaining to the FIR bearing No.63 dated 20.05.2021 registered at Police Station Navi Baradari, District Police Commissionerate, Jalandhar, under Sections 420, 465, 467, 468, 471 and 120-B IPC, the petitioner has preferred this petition for seeking anticipatory bail.

Shorn and short of unnecessary details, the allegations, as levelled in the subject FIR, are that the petitioner and her co-accused namely Trilochan Singh, Pritpal Singh and Sharanjit Kaur, were the absolute owners of a house located in Gujral Nagar, Jalandhar. They executed a power of attorney in favour of one Radhe Sham and subsequently, they entered into an agreement to sell the same in his

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favour for a sum of Rs.40 lacs. Thereafter, three sale deeds in respect of the said house were executed in favour of three persons including the complainant but due to a dispute having arisen qua the possession over this house, a civil suit was instituted by the vendees and the petitioner, and her afore-named three co-accused, filed the written statement therein along-with the said agreement which had been forged by inserting a note in the concluding part thereof, with an intention to cheat the vendees.

Short reply has been filed by the respondent-State by way of the affidavit of Assistant Commissioner of Police, Central Jalandhar.

The complainant has also filed his affidavit wherein he has made depositions in corroboration of his allegations as levelled against the petitioner and her co-accused in this case and he has also submitted the copy of the agreement to sell, as claimed to be the original and genuine one, as Annexure R-2/1 as well as Annexure R2/2, i.e. the copy of the said agreement allegedly forged by the petitioner and her co-accused by appending a note therein regarding the said house having been given for a sum of Rs.40 lacs with the interest @ 2% and the copies of the vernacular versions of both these documents have also been annexed therewith.

I have heard learned counsel for the petitioner as well as learned State counsel and learned counsel for the complainant in the present petition and have also perused the file thoroughly.

Learned counsel for the petitioner contends that the dispute between the complainant and the accused party is of civil nature and the

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litigation is already pending qua the same before the competent Civil Court and the petitioner and her co-accused have been falsely implicated in the afore-said FIR due to the said litigation/dispute between the parties and moreover, the petitioner is a lady and she is not involved in any other criminal case of the similar nature and therefore, she deserves the relief as prayed for in this petition.

Per contra, learned State counsel as well as learned counsel for the complainant argue that the petitioner was the owner of 1/4<sup>th</sup> share in the house in dispute and she as well as her afore-named co-accused, conspired to cheat the vendees of the said house including the complainant and they forged the above-said agreement to sell and produced the same before the Civil Court and keeping in view the gravity of the offence as committed by the petitioner, this petition be rejected.

Although a Civil Suit is, admittedly, pending between the parties qua their dispute over the possession of the said house but however, the fact remains that a bare perusal of the copies of the vernacular versions of both the agreements to sell, as placed by the complainant on the file along-with his affidavit, shows that in Annexure R2/2, the disputed note appended at the bottom of its contents, apparently seems to have been typed/added at a different point of time and it does not seem to have been included in this document while scribing/typing the rest of its contents. At this stage, learned counsel for the petitioner has not been able to come forward with a fair, candid and

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plausible explanation for the addition of the disputed note in the said agreement to sell.

Even otherwise, the contents of the afore-said document, i.e. Annexure R-2/2 speak about the agreement entered into by the petitioner as well as her co-accused with said Radhe Sham to sell the disputed house to him for a sum of Rs.40 lacs but the above-said note is not in consonance/sync with the said contents. In these circumstances, the true facts regarding the addition of the above-said note are required to be elicited from the petitioner and it being so, the possibility of the requirement of her custodial interrogation for this purpose cannot be ruled out.

Keeping in view the above-discussed facts and circumstances and also the gravity of the offence, as allegedly committed by the petitioner in this case, this Court is of the considered opinion that she does not deserve the relief of anticipatory bail. Resultantly, the petition in hand stands dismissed.

However, it is clarified that nothing contained here-in-before shall be construed to be an expression or an opinion of this Court on the merits of this case.

05.08.2021  
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**(MEENAKSHI I. MEHTA)**  
**JUDGE**

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|----------------------------------|------------|
| <i>Whether speaking/reasoned</i> | <i>Yes</i> |
| <i>Whether Reportable</i>        | <i>No</i>  |