

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

DECIDED ON: 11th November, 2021

(1) CRM-M-28110 of 2021

Daler Singh

.....PETITIONER

VERSUS

State of Punjab

.....RESPONDENT

(2) CRM-M-28734 of 2021

Pran Nath

.....PETITIONER

VERSUS

State of Punjab

.....RESPONDENT

(3) CRM-M-26449 of 2021

Sukhwinder Singh

.....PETITIONER

VERSUS

State of Punjab

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN.

Present: Mr. Manoj Kumar, Advocate
Mr. Abhinav Gupta, Advocate and
Mr. Akash Yadav, Advocate for petitioners.

Mr. Amit Mehta, Sr. DAG Punjab.

Mr. Sangram S. Saron, Advocate for complainant.

AVNEESH JHINGAN, J (ORAL)

These three petitions under Section 438 Cr.P.C. are filed seeking anticipatory bail in case of FIR No. 130 dated 8.5.2021, under Sections 406, 420, 120-B IPC, registered at P.S. Habowal, District Police Commissionerate, Ludhiana.

On 9.8.2021 following order was passed:

*"The matter is taken up for hearing through video
conference due to COVID-19 situation."*

**CRM-M-28110 of 2021 , CRM-M-28734 of 2021,
CRM-M-26449 of 2021 -2-**

These are three petitions bearing CRM-M-28110 of 2021 (Daler Singh Versus State of Punjab), CRM-M-28734 of 2021 (Pran Nath Versus State of Punjab) and CRM-M-26449 of 2021 (Sukhwinder Singh Versus State of Punjab) for grant of anticipatory bail in case of FIR No. 130, dated 8.5.2021, under Sections 406, 420, 120-B IPC, registered at Police Station Haibowal, District Ludhiana.

The FIR was registered at the instance of Varinder Singh. As per the FIR, the complainant was learning property dealing from Pran Nath and had confidence on him. He purchased two properties from one Tajinder Singh son of Zora Singh and Sukhwinder Singh son of Tarlochan. The deal was struck through the property dealers namely Sukhwinder Singh son of Buta, Tajinder Singh and Pran Nath (petitioner). Advance payment of Rs.1,61,00,000/- and Rs.2,67,50,000/- was made to Tajinder Singh and Sukhwinder Singh respectively. The complainant went to Canada and handed over the property documents to Beant Singh his partner. Later on, Pran Nath on pretext of making some part payment took the documents from Beant Singh. The allegations are that the lands in both deals were subsequently sold to Pran Nath.

Learned counsel appearing for petitioners (Daler Singh and Sukhwinder Singh) submits that the petitioners were only attesting witnesses, they are not the beneficiary.

Learned counsel appearing for petitioner (Pran Nath) submits that sale of land to Pran Nath was within the knowledge of the complainant. He was one of the attesting witness and it was with the consent that the earlier agreement to sell was destroyed. The present FIR is only for purpose of pressuring the petitioner.

Learned State counsel opposes the prayer for grant of anticipatory bail. She submits that it is a case where the complainant had given crores of rupees and could not get the property. The agreement to sell was not honoured and the property was sold to Pran Nath. Learned State counsel further submits that investigation by SIT is still going on.

The complainant though not impleaded as party, Mr. Gurvinder Singh Sandhu, Advocate appears for complainant.

He contends that in the present case, the second agreement of sale is super-imposed on the stamp paper purchased earlier. Even the signatures of the complainant as attesting witness are forged.

After hearing learned counsel for the parties at some length and pursuing the pleadings, it is forth coming that there is a tenure of civil dispute in the allegations made in the FIR. The case set up is based upon the documents. It is a case where crores of rupees in cash payment was made for executing the agreement to sell which was not honoured. Complainant is witness to the subsequent sale deed though genuineness of his signature is yet to be determined.

Having a conception of the facts, it is not a case where custodial interrogation is required. The petitioners are granted interim bail subject to joining the investigation within one week. In the event of arrest, they shall be released on bail subject to their furnishing adequate bail bonds to the satisfaction of the IO. They are directed to join investigation as and when called for. They shall be bound by the conditions as envisaged under Section 438(2) Cr.P.C.

Adjourned to 24.8.2021.

It is clarified that nothing stated hereinabove shall be construed as an observation on the merits of the case.

Photocopy of this order be placed on the files of connected cases."

On 24.8.2021 following order as passed:

"The matter is taken up for hearing through video conference due to COVID-19 situation.

Petitioners were granted interim bail vide order dated 9.8.2021.

Learned State counsel on instructions submits that though the petitioners have joined investigation but not cooperating as they are not handing over the original sale deed and power of attornies.

Mr. Sangram S. Saron, Advocate, appears for complainant though not impleaded as party and submits that the agreement to sell entered with the complainant must also be produced in original.

Learned counsel for the petitioner submits that his client will join investigation on 31.8.2021 and produce the original sale deed and power of attornies. He further submits that it is a case of the petitioners from the beginning that agreement to sell with the complainant was destroyed with his consent, this fact would be subject matter of the trial.

Put up on 17.9.2021.

Photocopy of this order be placed on files of connected cases."

Learned counsel for the petitioners submit that the petitioners have joined investigation.

Mr. Sangram S. Saron, Advocate, appearing for complainant relies on annexures with petition to submits that two agreements to sell on the same stamp paper were made on the same date. He relies upon the contents of one agreement to submits that it was stated that the earlier agreement was revoked and money returned to complainant. He submits that it is a case of custodial interrogation as original of one of the agreement is in possession of the petitioners. He relies upon the order of this court in CWP No. 20494 of 2021 to submit that there was a direction of this Court that the issue with regard to signature of the petitioner on one of the agreement, needs to be looked into by the Investigating Agency.

Learned State counsel on instructions from SI Kuldeep Singh submits that the petitioners joined investigation, investigation is complete and the cancellation report has been prepared which is pending before the Commissioner of Police.

In view of statement made by learned State counsel no custodial interrogation is required. It would not be appropriate for this Court to

comment upon the issue raised by learned counsel for complainant in an

anticipatory bail petition, the interim bail granted on 9.8.2021 is made absolute.

Disposed of accordingly.

Pending Miscellaneous application, if any, stands rendered infructuous.

Photocopy of this order be placed on the files of connected cases.

11th November, 2021
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(AVNEESH JHINGAN)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>