

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

Date of Decision-21.09.2021

1. CRM-M No.29267 of 2020(O&M)

Amit Kapoor ... Petitioner
Versus

State of Punjab ... Respondent

2. CRM-M No.29459 of 2020(O&M)

Ashok Kumar ... Petitioner
Versus

State of Punjab ... Respondent

3. CRM-M No.32913 of 2020(O&M)

Rajesh Chopra ... Petitioner
Versus

State of Punjab ... Respondent

CORAM:-HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. S.S. Momi, Advocate
for the petitioner(s) in CRM-M Nos.29267 and 29459
of 2020.

Ms. Shivya Sehgal, Advocate
for the petitioner in CRM-M No.32913 of 2020.

Mr. Amar Ashok Pathak, Addl., A.G., Punjab.

Mr. Amit Gupta, Advocate
for the complainant.

RAJ MOHAN SINGH, J.

[1]. Vide this common order, CRM-M No.29267 of 2020 titled Amit Kapoor Vs. State of Punjab, CRM-M No.29459 of 2020 titled Ashok Kumar Vs. State of Punjab and CRM-M No.32913 of 2020 titled Rajesh Chopra Vs. State of Punjab are being disposed of. All the three petitions have arisen from common FIR, therefore, facts are being culled out from CRM-M No.29267 of 2020.

[2]. Prayer in these petitions is for grant of anticipatory bail under Section 438 Cr.P.C in case bearing FIR No.273 dated 18.08.2020 registered under Sections 420 and 120-B IPC at Police Station Sohana, SAS Nagar.

[3]. FIR was registered at the instance of complainant Kulvir Singh. The complainant moved an application before the police that Ashok Kumar is having his office in the name and style of 'Punjab Property' at house No.2119, Block C, Aerocity, Mohali. He is working as a property dealer. Complainant knew the aforesaid Ashok Kumar for some time. Complainant had some dealings with Ashok Kumar in the past. Ashok Kumar told the complainant that one acre of land is available for sale in village Kurari near Mohali Airport. The said land is owned by Rajesh Chopra and he wants to sell the same as he is in need of money. Ashok Kumar further told the complainant that since Rajesh Chopra is in need of money, therefore, he can sell the land at a lesser price and there is a

possibility of earning good profit out of the deal. Ashok Kumar further told the complainant that the land is going to be acquired by the Government and he also assured that Rajesh Chopra is an honest man and they are working together from the last many years. Rajesh Chopra is the lawful owner of the land. Since the complainant knew Ashok Kumar, therefore, he trusted him and finalized the deal. The deal was struck @ Rs.1,65,00,000/- per acre. Complainant paid an amount of Rs.20,00,000/- as earnest money. On 31.05.2018, an agreement was executed by Rajesh Chopra and Ashok Kumar in respect of 8 kanals, 23 marlas of land comprised in Hadbast No.274, village Kurari, District Mohali. An amount of Rs.25,00,000/- was agreed to be paid in the next installment. Since the complainant was having trust on Ashok Kumar, therefore, he did not verify the title of the land and believed the agreement executed by Rajesh Chopra and Ashok Kumar. Later on, on verification, the complainant found that the said persons are not the legal owners of the land. When he verified from the Patwari, he came to know that the land is owned by Gram Panchayat, Village Kurari. Ashok Kumar and Rajesh Chopra started demanding second installment of Rs.25,00,000/-. When the complainant demanded the money back, Ashok Kumar and Rajesh Chopra did not return the money. They told that they will return only Rs.8,00,000/-, but later on, they refused to return even this amount. The allegations are that Ashok Kumar, Rajesh Chopra and one

associate namely Amit Kapoor (petitioner) hatched a conspiracy in order to cheat the complainant.

[4]. Learned counsel for the petitioner(s) submitted that petitioner Amit Kapoor is the only attesting witness to the agreement executed between the complainant and Rajesh Chopra.

[5]. Notice of motion was issued on 23.09.2020 in CRM-M No.29267 of 2020. Thereafter, vide order dated 14.10.2020, arrest of the petitioner was stayed till the next date of hearing.

[6]. Learned counsel for the petitioner(s) referred to agreement to sell executed between Kirpal Kaur and Vishesh Chawla in April, 2018 to contend that Kirpal Kaur was willing to execute sale deed in favour of assignee of Vishesh Chawla. Vishesh Chawla and Rajesh Chopra have a joint venture in second agreement to sell dated 31.05.2018. Payment of Rs.20,00,000/- was made in cash vide receipt dated 31.05.2018 in favour of Kirpal Kaur and cheque No.005498 dated 31.05.2018 in a sum of Rs.25,00,000/- was also given in favour of Kirpal Kaur. Vide order dated 24.11.2020, learned State counsel sought time to file specific affidavit of Investigating Officer in the context of knowledge derived by him in respect of agreement to sell executed between Kirpal Kaur and Vishesh Chawla in April, 2018.

[7]. In compliance of said order, specific affidavit of Harvinder Singh, Investigating Officer-cum-Assistant Sub

Inspector, Police Station Sohana, District SAS Nagar (Mohali) has been filed. As per stand taken by the Investigating Officer, statement of Mrs. Kirpal Kaur has been recorded. In her statement, she has categorically stated that she is owner of land measuring 10 bigha, 10 biswa situated at village Kurdi and had entered into an agreement to sell regarding her land @ Rs.1,56,70,000/- per acre with Vishesh Chawla and got registered the sale deed on receipt of entire sale consideration. Mrs. Kirpal Kaur in her statement has also stated that she never entered into any agreement to sell either with Rajesh Chopra or Ashok Kumar regarding her land, nor received any amount in cash or by cheque from them on 31.05.2018. She has further stated that she has never signed or executed any agreement to sell on any stamp paper, rather she had only executed an agreement to sell with Vishesh Chawla. The Investigating Officer has attached the statement of Kirpal Kaur dated 20.03.2020 as Annexure R-1/T with the reply. Investigating Officer has also recorded the statement of Vishesh Chawla, who has stated that he is a property dealer. Smt. Kirpal Kaur is the owner of land measuring 10 bigha 10 biswa 0 biswasi at village Kurdi and had entered into an agreement to sell regarding her land @ Rs.1,56,70,000/- per acre with Naveen Malik and had transferred the land in the name of different persons after taking complete amount from the said persons. Vishesh Chawla has categorically stated that he and Mrs. Kirpal Kaur had never executed any agreement to sell with Rajesh Chopra, neither any

amount has been received from them in respect of land situated in village Kurdi, nor any transaction has taken place. The statement of Vishesh Chawla has also been attached with the reply as Annexure R-2/T.

[8]. In view of stand taken by the State, query put by this Court vide order dated 24.11.2020 has been duly replied.

[9]. Learned counsel for the petitioner(s) vehemently submitted that in the agreement to sell dated 31.05.2018, Rajesh Chopra is the proposed Vendor, Amit Kapoor is the attesting witness and complainant is the proposed vendee. The agreement to sell was executed in the month of April, 2018 in respect of 8 kanals 23 marlas of land between Kirpal Kaur and Vishesh Chawla for a sale consideration of Rs.1,53,00,000/-. On 31.05.2018, Rajesh Chopra with the consent of Vishesh Chawla entered into an agreement to sell with Kulvir Singh (complainant) for a total land measuring 8 kanals 23 marlas for consideration of Rs.1,65,00,000/-. The cheque issued by the complainant in favour of Kirpal Kaur was dishonoured as the complainant could not arrange funds due to down fall in the price of property. After one year and four months, an application for registration of FIR was moved by the complainant. An inquiry was conducted and statements of Ashok Kumar and others including the complainant were recorded by DSP, SAS Nagar and he found that no case is

made out. On another complainant filed by the complainant, the present FIR has been registered.

[10]. Learned State counsel duly assisted by learned counsel for the complainant however, opposed the bail on the ground that huge money has been involved and the complainant has been cheated, for which, the present FIR has been registered. The investigation of the case is still in progress. Recovery is to be effected and therefore, custodial interrogation of the petitioner(s) is required. Learned State counsel opposed the bail with reference to the specific reply filed by the Investigating Officer.

[11]. Having considered the submissions on *prima facie* note, I find that in view of stand taken by Kirpal Kaur and Vishesh Chawla in their statements before the Investigating Officer on 20.03.2020, no ground is made out to grant any indulgence in favour of the petitioners under Section 438 Cr.P.C. All the three petitions are accordingly dismissed.

(RAJ MOHAN SINGH)
JUDGE

21.09.2021

Prince

Whether reasoned/speaking

Yes/No

Whether reportable

Yes/No