

CRM-M-43918-2021

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

CRM-M-43918-2021 (O & M)

Date of decision: 30.11.2021

Sunil Kumar Mahajan @ Sunil Mahajan

...Petitioner

Versus

State of Punjab

.....Respondent

CORAM: HON'BLE MR. JUSTICE HARNARESH SINGH GILL

Present:- Mr. Vishal Munjal, Advocate,
for the petitioner.

Mr. Harpreet Mulanti, AAG, Punjab.

Mr. R.S.Rai, Sr. Advocate with
Mr. Parvez Chugh and Mr. Farhad Singh Kohli, Advocates.
For respondents No.2 to 5.

HARNARESH SINGH GILL, J.

Through this petition, the petitioner seeks anticipatory bail in case bearing FIR No.157 dated 01.10.2021, registered at Police Station Division No.2, District Pathankot, under Sections 420, 465, 467, 468 and 471 IPC.

As per the allegations contained in the FIR, the petitioner had prepared a false and fabricated resolution (Annexure P-3) and on the basis of thereof, he had entered an agreement to sell with one Kanwar Jot Prakash Singh, in order to grab the property of Kirpa Ram Charitable and Religious Trust (for short, 'the Trust').

Learned counsel for the petitioner would contend that the petitioner has falsely been implicated in the present case; that the trustees

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(Joginder Kumar, Ms. Ganeshi Mahajan, Dinesh Mahajan, Vivek Mahajan and Rajat Khanna) of the Trust, passed a resolution on 08.06.2018 authorizing the petitioner to enter an agreement to sell, regarding the land measuring 54 kanal 06 marla. But the agreement to sell dated 05.07.2018 signed by the trustees, namely, Joginder Kumar Mahajan and Ms. Ganeshi Mahajan, had been executed in favour Kanwar Jot Parkash Singh. The learned counsel has further contended that as per the terms and conditions of the said agreement, the petitioner received Rs.25,00,000/- on behalf of the trustees, which was handed over to the them at the time of signing the said agreement. The petitioner is not a beneficiary to the agreement to sell dated 05.07.2018 in any manner and he being a witness had signed the same in good faith. The trustees have not denied their signatures on the resolution dated 08.06.2018 and on the agreement to sell dated 05.07.2018. It is further contended that though as per the allegations, the resolution does not bear any date, yet the date 08.06.2018 is mentioned in the first line of the resolution.

The learned counsel has further contended that during the inquiry, Kanwar Jot Parkash Singh (buyer) stated that when the agreement to sell was executed, the same was signed by two of the trustees i.e Ms. Ganeshi Mahajan and Mr. Joginder Kumar Mahajan and the earnest money of Rs.25,00,000/- was handed over to the petitioner, who had immediately handed over it to the above named two trustees. The learned counsel has further contended that owing to the rise in price of the land, the trustees wanted to sell the land to some other person and they had also started threatening the petitioner to cancel the agreement to sell dated 05.07.2018

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and return the earnest money of Rs.25 lakh. On this premise, the learned counsel has prayed for grant of anticipatory bail to the petitioner.

On the other hand, learned State counsel and the learned Senior Counsel for respondents No.2 to 5, while opposing the aforesaid submissions of the learned counsel for the petitioner, would contend that the alleged resolution dated 08.06.2018, relied upon by the petitioner, is a false, forged and fabricated document. The trustees have never passed or signed any such document, much less in favour of the petitioner. Moreover, the alleged resolution has been tampered with as the petitioner has added a date i.e. 08.06.2018 to it, with the sole motive to give it a colour of authenticity. However, a bare perusal of the vernacular of the alleged resolution would show that a handwritten date stands added to it. Besides, during inquiry, alleged buyer i.e. Kanwal Jot Parkash, stated that no date had been mentioned onto the resolution which was with Sunil Kumar. Had the petitioner been authorized by the trustees, he would have produced the original of the same before the Investigating Officer. Still further, the factum of non-mentioning of any target date in the agreement to sell and incorporating onerous conditions as against the Trust, clearly points towards a deep routed fraud in the matter.

It is further contended that the petitioner had represented himself as a seller and acted on behalf of the trustees without any authority from them. The land of the Trust is a prime property worth at least Rs.50 crore, which has been agreed to be sold by the petitioner at a throwaway price of Rs.14 crore only, by accepting less than 2% of the alleged sale consideration. The signatures of all the five trustees on the alleged

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resolution had been forged by the petitioner with the clear mala-fide intentions to cause unlawful gain to himself and and loss to the Trust.

I have heard the learned counsel for the parties.

The allegations against the petitioner are very serious that he had entered an agreement on behalf of the Trust, without there being any authority to do so. Not only this, no target date was mentioned in the said agreement to sell and onerous conditions had been incorporated in the agreement to sell, so that the Trust could not wriggle out of the said document later on. Still further, during inquiry, the petitioner was not able to produce the original of the resolution, authorizing him to enter the agreement to sell in question. Yet further, the alleged purchaser of the land, stated during inquiry that the resolution had been undated, whereas it is the case of the petitioner that the resolution contained date at the very beginning of it.

The aforesaid intricate factual position requires custodial interrogation of the petitioner so that the entire modus operandi could be found out and the real object behind the alleged crime could come to fore.

In view of the above, finding no merit in the present petition, the same is hereby dismissed.

30.11.2021

parveen kumar

(HARNARESH SINGH GILL)
JUDGE

Whether reasoned/speaking?
Whether reportable?

Yes/No
Yes/No