IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-50368-2021 (O&M)
Date of Decision: 10.12.2021

Baljit Singh ...Petitioner

Versus

State of Haryana ...Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present: Mr. Abhinay Goel, Advocate,
for the petitioner.

Ms. Sheenu Sura, DAG, Haryana,
assisted by Inspector Ajaib Singh.

GURVINDER SINGH GILL, J.

1. The petitioner has approached this Court seeking grant of anticipatory bail in respect of a case registered vide FIR No.356 dated 01.09.2021 at Police Station Baldev Nagar, Ambala City, under Sections 406/420/467/468/506/120-B IPC.

2. The FIR in question was lodged at the instance of Ratni Devi, wherein it is alleged that she was owner of a plot measuring 5 Marlas situated in Village Singhawala, Tehsil & District Ambala. Jaswant Singh suggested to her that she should sell the said plot as otherwise someone could encroach upon the same. The complainant agreed to sell the plot in question on the advice of Jaswant Singh. On 05.09.2020, Jaswant Singh took the complainant alongwith him to a property dealer, namely, Tejinder Singh Bhatia, who was stated to be known to him, at his residence where Baljit Singh (petitioner) was also present. Upon seeing

the documents in respect of plot in question, said Tejinder Singh Bhatia told her that as per the government policy, the sale consideration is to be made by cheque directly to the bank and that for the said purpose, the complainant would be required to open a bank account in Ambala City. Though the complainant told the accused that she already has an account in Village Sabka, but the accused informed her that the said account was "*Jan Dhan*" account and that transaction of bigger amount is not possible in said account and that she would have to get a fresh bank account opened. Tejinder Singh Bhatia told her that he had links in ICICI Bank and that he would help her in getting a bank account opened. The complainant trusted Tejinder Singh Bhatia and gave him her photographs and copies of Aadhar Card and also affixed thumb impressions on some printed documents. It is alleged that on the basis of Aadhar Card, accused Tejinder Singh Bhatia purchased the stamp papers through Baljit Singh and took her thumb impressions on the blank stamp papers, which she affixed on their asking and while trusting them, as accused Tejinder Singh Bhatia had informed that he will get the bank account opened and will help in selling the plot in question.

3. The complainant alleged that on 02.10.2020, Jaswant Singh called her and told her that Tejinder Singh Bhatia had arranged for a customer and accordingly on 03.10.2020, she alongwith Jaswant Singh went to the house of Tejinder Singh Bhatia, where Baljit Singh was also present and she was told that a deal had been fixed at Rs.10,000/- per sq. yard. Thereafter, they proceeded to Tehsil Complex where the purchasers Deepanshu Bansal and Kiran Bansal were also present and an 'Agreement to Sell' dated 03.10.2020 was executed upon which Tejinder

Singh Bhatia and Baljit Singh signed as witnesses. At that time, the complainant was given a cheque for an amount of Rs.3 lakhs and the last date for execution of the sale deed was fixed as 13.01.2021. The accused took the cheque in question while telling her that they would deposit the same in her bank account. Since the amount was not credited in her account, she asked accused Jaswant Singh in the first week of November about the same, who replied that it would take a few days for the amount to be credited. The complainant alleged that on 21/22.11.2020, she received summons from the Civil Court, Ambala City in respect of a suit filed by Tejinder Singh Bhatia against her and some other persons and when she appeared through her counsel, she came to know that Tejinder Singh Bhatia had filed a suit for specific performance on the basis of one 'Agreement to Sell' dated 05.09.2020, though she had never executed any such agreement. The complainant alleged that the said agreement had been forged on the stamp papers purchased through Baljit Singh, which had been purchased on the pretext of opening of a bank account. Later, when the complainant made enquiries in respect of her bank account which had been opened in ICICI bank, she was shocked to find that the same was a joint account with Jaswant Singh, who had withdrawn the amount of Rs.3 lakhs, which had been deposited in the same.

4. Learned counsel for the petitioner has submitted that he has falsely been implicated in the present case and that being an illiterate person, he was merely working as a Peon in the office of Tejinder Singh Bhatia and had no role in the alleged fraud. It has been submitted that even if the allegations as leveled in the FIR are taken to be correct, still the petitioner

cannot be said to be a beneficiary in any manner and that at best, he could be said to have purchased the stamp papers at the instance of his employer, namely, Tejinder Singh Bhatia.

5. On the other hand, learned State counsel has submitted that the petitioner was very much hand in glove with the remaining accused and that the very fact that he had purchased the stamp papers on which the forged agreement was executed and also happens to be an attesting witness on the subsequent agreement dated 03.10.2020 entered between the complainant and Deepanshu Bansal and Kiran Bansal, would make his complicity clearly evident and that the contention of the petitioner that he was merely working as a Peon and is illiterate cannot be accepted.

6. I have considered rival submissions addressed before this Court.

7. There are specific allegations leveled against the petitioner as well as other co-accused to the effect that they had defrauded the complainant and had fabricated and forged an 'Agreement to Sell' dated 05.09.2020 in connivance with each other and that the stamp papers on which the said agreement was executed had been purchased by petitioner Baljit Singh. It would be noteworthy that despite the fact that it is the petitioner, who had purchased the stamp papers on which forged 'Agreement to Sell' dated 05.09.2020 was executed, it is the petitioner himself, who has signed as a witness on the subsequent agreement dated 03.10.2020 in respect of the same plot of the complainant. It remains unexplained as to why the petitioner signed on the subsequent agreement dated 03.10.2020, when he would have been aware that another agreement dated 05.09.2020 in respect of the same land is already there. The only explanation that can be given for the same is that the earlier agreement is

a forged agreement regarding which the petitioner did have knowledge, but concealed the same, as he was party to the entire fraud. In these circumstances, this Court does not find any special case for grant of anticipatory bail to the petitioner. The petition is sans merit and is hereby dismissed.

10.12.2021 **(GURVINDER SINGH GILL)**
Vimal **JUDGE**

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