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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ BAIL APPLN. 51/2021

PARAMJIT SINGH ..... Petitioner

Through: Mr. Abhimanyu Tewari, Advocate

versus

STATE NCT OF DELHI ..... Respondent

Through: Mr. Hirein Sharma, APP for State

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

O R D E R

% **07.01.2021**

HEARD THROUGH VIDEO CONFERENCING

CRL. M.A. 176/2021 (Exemption)

Allowed, subject to all just exceptions.

BAIL APPLN. 51/2021

1. The instant application is filed under Section 438 of Cr.P.C. praying for bail in the event of arrest of the petitioner in FIR No.306 dated 19.08.2020, registered at Police Station Lajpat Nagar, New Delhi for offences Under Sections 420/468/471/120B IPC.

2. Mr. Abhimanyu Tewari, learned counsel for the petitioner states that the petitioner apprehends that he will be arrested by the police in the said FIR and hence this petition under Section 438 of Cr.P.C. has been filed.

3. The allegation in the FIR is that the complainant, one Mr. Sanjay Syal, was looking for an accommodation which would be suitable to meet needs of his specially abled girl child. It is stated in the FIR that the complainant approached one Mr. Anil Seth who was known to his neighbour and is running a business of property dealing in South Delhi. It is stated that

Mr. Anil Seth introduced him to one Mr. Suresh Kumar Sharma, another property broker. The said Mr. Suresh Kumar Sharma mentioned about the sale of a property bearing No. 50 at Hemkunt Colony, New Delhi (hereinafter called as 'the property'), owned by one Mr. Jagdev Singh Dhillon staying at Canada. Mr. Suresh Kumar Sharma assured the complainant that Mr. Jagdev Singh Dhillon had executed a Power of Attorney in the name of his brother-in-law, Mr. Amarjit Singh Dhillon, for the purpose of sale of the property and had authorised him to enter into Agreement to Sell the said property and to receive consideration for the same. It is stated that Mr. Suresh Kumar Sharma introduced the complainant to Mr. Paramjeet Singh Sandhu, the petitioner herein, his son Mr. Mandeep Singh Sandhu and Mr. Jaswer Grewal, stating that all of them know Mr. Jagdev Singh Dhillon and they have got family relations with each other. It is stated that all the above named persons assured the complainant that they would help him in getting a very good deal in respect of the sale of the abovementioned property. It is stated in the FIR that on believing the representations of Mr. Paramjeet Singh Sandhu, the petitioner herein, his son Mr. Mandeep Singh Sandhu and Mr. Jaswer Grewal the complainant agreed to negotiate for the purchase of the said property. It is stated in the FIR that the complainant inspected the property and he was satisfied with the property. It is also stated that Mr. Amarjeet Singh Dhillon assured him that he is the Power of Attorney holder of Mr. Jagdev Singh Dhillon vide power of attorney dated 21.11.2018, a copy of the same was also handed over to him. The total consideration was fixed at Rs.5,25,00,000/- (Rupees Five Crores Twenty Five Lakhs only). An Agreement to Sell was entered into between the complainant and Mr. Amarjeet Singh Dhillon being the Power of Attorney holder of Mr. Jagdev Singh Dhillon who is the owner of the property. It is stated in the FIR that out of total consideration of Rs.5,25,00,000/- the complainant has paid Rs.84,50,000/- (Rs. 82,50,000/- through RTGS/DD/Cheque and Rs. 2,00,000/- in cash) for purchasing the aforesaid property. It is also stated in the FIR that the complainant requested Mr. Amarjeet Singh Dhillon to furnish the contact details of the owner of the property Mr. Jagdev Singh Dhillon for ensuring the receipt of the part payment of the property and to expedite the execution of Sale Deed and handing over of possession of the aforesaid property. It is stated that Mr. Amarjeet Singh Dhillon provided an e-mail ID being jagdevsinghdhillon583@gmail.com and he was assured that the said e-mail ID belongs to Mr. Jagdev Singh Dhillon. It is stated that in the e-mail sent to Mr. Jagdev Singh Dhillon the complainant asked him to confirm whether he has received the first installment paid towards part payment for sale of the property. It is stated in the FIR that on 06.02.2019, a reply was received through e-mail ID jagdevsinghdhillon583@gmail.com acknowledging the receipt of the part consideration. It is stated that the e-mail dated 06.02.2019 stated that further payments with respect to the sale of the aforesaid property also be made in favor of Mr. Amarjeet Singh Dhillon. It is stated that a second e-mail was sent on 07.02.2019 by the complainant stating that the payment of Rs.20,00,000/- has been given to Mr. Amarjeet Singh Dhillon through pay orders and in cash. It is stated in the FIR that after getting the said confirmation the complainant called for a meeting with Mr. Suresh Kumar Sharma, the petitioner, Mr. Mandeep Singh Sandhu, Mr. Jaswer Grewal, Amarjeet Singh Dhillon and Amritpal Singh Dhillon at his residence, to enquire about the progress of the execution of sale deed and delivery of possession and also to find out whether Mr. Jagdev Singh Dhillon would come to India for the execution of the Sale Deed. It is stated in the FIR that all the persons kept on giving assurances about the arrival of Mr. Jagdev Singh Dhillon and execution of the Sale Deed and it was further assured that possession would be given to him soon. The complainant states that he was asked to make further payments in the meantime for the sale of the aforesaid property. It is stated that some e-mails exchanged between Mr. Jagdev Singh Dhillon and Mr. Amarjeet Singh Dhillon were shown to him to show Mr. Jagdev Singh Dhillon was in touch in respect of the sale of the property. It is stated that the complainant came across a Public Notice dated 26.11.2019 in NavBharat Times, Delhi Edition, given by an advocate on behalf of Mr. Jagdev Singh Dhillon stating that Mr. Jagdev Singh Dhillon has neither sold the said property to anyone nor has he entered into any Agreement to Sell with anyone in respect of the aforesaid property. The Public Notice also stated that Mr. Jagdev Singh Dhillon has not issued any power of attorney in respect of the said property nor has he authorized any person to sell it. It is stated in the FIR that all the accused including the petitioner are trying to evade the attempts made by the complainant to contact them. On the basis of the said complaint the FIR has been registered for offences under Sections 420/468/471/120B IPC.

4. The petitioner filed an application for anticipatory bail under Section 438 of Cr.P.C. before the Principal District & Sessions Judge, South East District, Saket Court, New Delhi. The said Application has been dismissed by an order dated 12.11.2020.

5. Heard Mr. Abhimanyu Tewari, learned counsel appearing for the petitioner and Mr. Hirein Sharma, APP appearing for the State. Mr.

Abhimanyu Tewari, learned counsel appearing for the petitioner contends that a reading of the FIR would show that this is purely a civil case. He would state that the Agreement to Sell has been entered into on the basis on a valid Power of Attorney executed before the authorities of the Indian Embassy at Canada. He would state that a reading of the Power of Attorney dated 21.11.2018 shows that it is in furtherance to an earlier Power of Attorney dated 21.09.2018, and that in the Power of Attorney Mr. Jagdev Singh Dhillon has confirmed and accepted all the acts, representations, execution and payments received by Mr. Amarjit Singh Dhillon on his behalf. He would state that both the Power of Attorneys have been executed before the authorities to which the authorities have affixed their seal.

6. It is also stated by Mr. Abhimanyu Tewari, learned counsel for the petitioner that a Suit bearing No. CS 2725/2020 has been filed before the Civil Judge district Jalandhar for a declaration that the Power of Attorney dated 21.10.2019 executed by Mr. Jagdev Singh Dhillon in favour of Mr. Amarjeet Singh Dhillon is a valid genuine legal document and enforceable in the eyes of law on which Notice has been issued by an order dated 03.12.2020 by the Civil Judge, Senior Division (NRI Cases), Jalandhar.

7. He would state that the petitioner has no role in the transactions as he is neither the vendor nor the property dealer and he is being implicated in this case.

8. Per contra, Mr. Hirein Sharma, learned APP appearing for the State states that Mr. Jagdev Singh Dhillon has joined the investigation and that he has stated that he has not issued any Power of Attorney regarding the property nor has he authorised any person to enter into Agreement to Sell with regard to the said property. He would contend that the petitioner is a

part of a deep rooted conspiracy for deceiving the complainant. It is also stated that the amount of Rs. 84,50,000/- has been distributed between all the conspirators.

9. A reading of the FIR shows that the instant case is not a pure civil case and it involves forgery of documents. The allegations made against the petitioner are grave. The allegation is that the complainant has been induced to enter into an Agreement to Sell for the property on the basis of a Power of Attorney, the veracity of which is yet to be investigated and the document is yet to be recovered. It is to be ascertained as to whether the e-mail ID of Mr. Jagdev Singh Dhillon which was provided to the complainant is genuine or not. A substantial sum of Rs.84,50,000/- has been paid by the complainant which is to be recovered. Some amount of money has also been received by the petitioner and his son.

10. It is well settled that while considering an application under Section 438 of Cr.P.C. the court has to consider the gravity of the offence, nature of evidence on record against the accused, likelihood of the accused absconding or evading the process of law and the likelihood of the accused tampering with the evidence. The Supreme Court in <u>*Adri Dharan Das v. State of W.B.,*</u> reported as **(2005) 4 SCC 303**, observed as under:

> ***19.*** *Ordinarily, arrest is a part of the process of investigation intended to secure several purposes. The accused may have to be questioned in detail regarding various facets of motive, preparation, commission and aftermath of the crime and the connection of other persons, if any, in the crime. There may be circumstances in which the accused may provide information leading to discovery of material facts. It may be necessary to curtail his freedom in order to enable the investigation to proceed without hindrance*

and to protect witnesses and persons connected with the victim of the crime, to prevent his disappearance, to maintain law and order in the locality. For these or other reasons, arrest may become an inevitable part of the process of investigation. The legality of the proposed arrest cannot be gone into in an application under Section 438 of the Code. The role of the investigator is well defined and the jurisdictional scope of interference by the court in the process of investigation is limited. The court ordinarily will not interfere with the investigation of a crime or with the arrest of the accused in a cognizable offence. An interim order restraining arrest, if passed while dealing with an application under Section 438 of the Code will amount to interference in the investigation, which cannot, at any rate, be done under Section 438 of the Code.

11. Keeping in mind that the allegations leveled against the petitioner are grave, that there are allegations of forgery of documents which are yet to be recovered, the amount of Rs.84,50,000/- which has been given by the complainant is yet to be recovered and the possibility of the applicant tampering with the evidence cannot be ruled out, this court is not inclined to allow the application for grant of anticipatory bail to the petitioner in FIR No.306 dated 19.08.2020 Under Sections 420/468/471/120B IPC.

12. The bail application is dismissed.

SUBRAMONIUM PRASAD, J.

JANUARY 07, 2021
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