

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

211

**CRM-M-1237-2022
Decided on : 17.01.2022**

Sarbjit Singh

... Petitioner

Versus

State of Punjab

... Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

(Through Video Conferencing)

PRESENT: Mr. D. V. Sharma, Sr. Advocate with
Mr. Tushar Sharma, Advocate
for the petitioner.

Mr. Sarabjit S. Cheema, AAG, Punjab.

Mr. Birinder Pal, Advocate
for the complainant.

VIKAS BAHL, J. (Oral)

The present petition has been filed under Section 439 of the Code of Criminal Procedure, 1973 for grant of regular bail in FIR No. 433 dated 08.12.2021 registered under Sections 406, 420, 465, 467, 468 and 471 of the Indian Penal Code at Police Station Sohana, District SAS Nagar.

The FIR in the present case has been registered on the basis of complaint filed by one Balvir Singh who has levelled allegations to the effect that he wanted to purchase a residential plot in SAS Nagar and regarding the same, he met the present petitioner, who had informed him that he was the owner of one residential plot

measuring 150 square yards and the petitioner showed the complainant a letter of intent for allotment of the residential plot measuring 150 square yards through land pooling scheme at Sector 90 SAS Nagar, Mohali which was issued by GMADA in the name of the petitioner and as per the said letter of intent, it was mentioned that the said plot was transferable and the petitioner had allegedly shown him the original letter of intent and thus, after considering the same, the complainant entered into an agreement to sell dated 20.09.2021 with respect to the said plot for a total sale consideration of Rs. 47 lacs and out of the same, Rs.20 lacs were paid in cash to the petitioner. The last date of the execution of the said sale deed was 20.10.2021. It is further alleged that at the time of signing of the agreement, the complainant had asked the petitioner to handover the original letter of intent issued by GMADA but the same was not done. It has been further alleged that after much persuasion, the complainant was able to get the photocopy of the same and on an enquiry made by the complainant to GMADA, it was learnt that no such letter had been issued by GMADA to the petitioner and the petitioner was not the owner of the plot as mentioned in the agreement to sell and thus, the petitioner had cheated the complainant. Consequently, the present FIR has been registered.

Learned Senior counsel for the petitioner has vehemently argued that the petitioner is a peace loving citizen and has been working as a General Manager with the Punjab State Cooperative Bank Ltd., Chandigarh. It is submitted that the petitioner had got registered

an FIR bearing No. 81 dated 09.08.2018 (Annexure P-4) under Sections 307, 384, 342, 323 and 120-B IPC and Section 25 of the Arms Act against Deepak Mishra, Raju Dhillon, Suri and some unknown persons on the allegations that the said persons had come to meet the petitioner at his house in Sector 15-C, Chandigarh with respect to a flat in Valencia Apartments regarding which the sale deed had already been executed and also wanted to execute a sale deed with respect to an industrial plot, which was owned by the petitioner and his mother and on account of reluctance shown by the petitioner regarding the same, the said persons threatened the petitioner with a pistol and beat him up and forcibly made him sign 15 sets of original documents which also included revenue receipts and also made the mother of the petitioner sign on the same. It is further argued that the petitioner did not sign one of the sets and even the mother of the petitioner had not signed the said set so, the said persons had forged the signatures of his mother on the said paper in order to complete the documentation and for the same, second FIR No. 190 dated 08.09.2019 was registered under Sections 420, 465, 467, 468, 471 and 120-B IPC (Annexure P-5). With respect to the petitioner having been beaten up by the abovesaid accused persons, learned counsel for the petitioner has referred to the photographs Annexure P-3, a perusal of which shows that several injuries were inflicted upon the petitioner. Learned counsel for the petitioner has further submitted that the petitioner has been receiving suspicious calls from 5 different mobile numbers and with

respect to the same, a conversation chart has been prepared and annexed as Annexure P-2 alongwith the present petition and in the same, the details of the conversation have also been given. It is argued that a perusal of the said conversation chart would show that enquiries were being made with respect to the flat owned by the petitioner and regarding which, it had been stated that the same had been sold by the petitioner whereas, the petitioner has never sold the flat in Valencia Apartments. It is submitted that the said 15 sets of blank documents which had been forcibly taken from the petitioner have apparently been used by the complainant who, as per the learned counsel for the petitioner, also belongs to the same group against whom the earlier FIRs were registered with the allegation of fabrication and forgery of the agreement dated 20.09.2021. It is argued that with respect to the present FIR, the petitioner has never entered into any such agreement with any person muchless, the complainant-Balvir Singh and does not have any plot measuring 150 square yards in lieu of the land pooling scheme, at Sector-90, SAS Nagar. It is further submitted that the allegations in the FIR are apparently incorrect inasmuch as, it has been stated that Rs.20 lacs cash has been paid and it is argued that it is impossible to believe that a person entering into agreement would not pay any amount in white or through a documented transaction moreso, in present times. It is submitted that at any rate, the entire dispute is based on documentary evidence and the petitioner has been in custody since 13.12.2021 and further custody of the petitioner is not required

inasmuch as the trial in the present case is likely to take time, moreso in view of the present COVID-19 Pandemic.

Learned State counsel, on the other hand, on instructions from SI Satnam Singh, has submitted that although, the present case is a case which is based on documentary evidence but till date the Investigating Officer has not got the signatures of the petitioner compared against the signatures in the agreement/ receipt. It is argued that the original agreement is in the possession of the complainant and the complainant has not given a copy of the same to the Investigating Officer and the original receipt is alleged to be with the petitioner and the petitioner has also not given the original receipt for the purpose of comparison.

Learned Senior counsel for the petitioner, in rebuttal, has submitted that the petitioner has never entered into any agreement to sell and thus, the question of issuance of or being in possession of any receipt does not arise.

Mr. Birinder Pal, Advocate has put in an appearance on behalf of the complainant and has filed his power of attorney, same is taken on record. He has opposed the present application for regular bail and has submitted that the complainant has no connection with the accused persons in the earlier FIRs dated 09.08.2018 and 08.09.2019. It is further argued that the transaction of the complainant with the petitioner is an independent transaction and present petitioner has taken Rs.20 lacs in the form of cash from him, although later it has

been found out that the petitioner was not the owner of the plot in question and thus, the FIR has been rightly registered.

This Court has heard the learned counsel for the parties and has perused the paperbook.

The petitioner is stated to be working as a General Manager in the Punjab State Cooperative Bank Ltd, Chandigarh. A perusal of the paperbook would show that one FIR No. 81 dated 09.08.2018 (Annexure P-4) was got registered by the petitioner against one Deepak Mishra, Raju Dhillon, Suri and other persons under Sections 307, 384, 342, 323 and 120-B IPC and Section 25 of the Arms Act, in which, there were specific allegations levelled against the accused persons to the effect that they had threatened the petitioner with a pistol and apart from getting the industrial plot of the petitioner transferred, had also got 15 sets of original documents prepared whereupon, revenue receipts had also been fixed and had got signatures of the petitioner on each set forcibly and also made the petitioner, at gun point, obtain signatures of the mother of the petitioner and in the said incident, the petitioner had suffered five injuries. With respect to the said injuries, certain photographs have also been annexed with the present petition as Annexure P-3. Another FIR No. 190 dated 08.09.2019 was also registered by the petitioner under Sections 420, 465, 467, 468, 471 and 120-B IPC (Annexure P-5) against the said persons for having forged the signatures of the mother of the petitioner on some documents. As per the conversation chart

(Annexure P-2), the petitioner has apparently received phone calls from five numbers with respect to the sale of some flat owned by the petitioner in Valencia Apartments which the petitioner had denied inasmuch as, he has not sold any flat. It is the case of the petitioner that the said set of documents have been used by the complainant in the present case, in collusion with Deepak Mishra, Raju Dhillon and Suri who are the accused persons in the earlier FIRs. It has been stated that the petitioner had never entered into any agreement dated 20.09.2021 and had not received any money muchless, Rs. 20 lacs in cash from the complainant nor has issued any such receipt in pursuance of the agreement dated 20.09.2021. The fact as to whether the documents which were mentioned in FIR No. 81 dated 09.08.2018 and FIR No. 190 dated 08.09.2019 have been misused to prepare agreement dated 20.09.2021 and whether the receipt is genuine and bona fide, are moot points which are to be decided during the course of trial. With respect to the alleged payment of Rs. 20 lacs, there is no bank transaction and the said payment is stated to have been given in cash. The entire dispute is based on documentary evidence and the petitioner has been in custody since 13.12.2021 and the trial is likely to take time, moreso, in view of the present COVID-19 pandemic. Even the complainant himself has not fully cooperated with the investigation inasmuch as, he has not provided the Investigating Officer original agreement for the purpose of comparison of the signatures.

Keeping in view the abovesaid facts and circumstances, the present petition for regular bail is allowed and the petitioner is ordered to be released on bail on his furnishing bail bonds/surety bonds to the satisfaction of the Illaqa Magistrate/concerned trial Court/Duty Magistrate and subject to him not being required in any other case.

However, nothing stated above shall be construed as a final expression of opinion on the merits of the case and the trial Court would proceed independently of the observations made in the present case which are only for the purpose of adjudicating the present bail petition.

(VIKAS BAHL)
JUDGE

January 17th, 2022
Mehak

Whether reasoned/speaking?	Yes/No
Whether reportable?	Yes/No