

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M No.4660 of 2022 (O&M)
Date of Decision:14.02.2022

Satnam Singh

...Petitioner

Versus

State of Punjab

...Respondent

2. CRM-M No.862 of 2022

Atul Kumar

...Petitioner

Versus

State of Punjab

...Respondent

CORAM:- HON'BLE MS. JUSTICE JAISHREE THAKUR

Present:- Mr. R.S. Bains, Senior Advocate with
Mr. Mohan Chouhan, Advocate
for the petitioner in CRM-M No.4660 of 2022.

Mr. G.S. Hayer, Advocate
for the petitioner in CRM-M No.862 of 2022.

Mr. A.S. Gill, Sr. DAG, Punjab.

Mr. Rishabh Gupta, Advocate
for the complainant.

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JAISHREE THAKUR, J. (ORAL)

1. By this common order, this court proposes to dispose of two Criminal Misc. Petitions bearing CRM-M Nos.4660 and 862 of 2022 filed under Section 438 Cr.P.C. for seeking anticipatory bail in FIR No.58 dated 08.04.2021 registered under Sections 420, 120-B IPC at Police Station Canal Colony, District Bathinda.

2. In brief, the facts are that the aforesaid FIR came to be registered at the behest of Narotam Dass with an allegation that five persons had cheated him of a huge amount of money by executing an agreement to sell land. An

amount of Rs.50 lakhs was handed over as part payment at the time when the agreement to sell was executed. Petitioner-Satnam Singh in CRM-M No.4660 of 2022 was owner of land and he was accompanied by four other persons, who were property dealers. The agreement to sell was entered into in the Court Complex on 22.10.2018. An offer was made to pay the earnest money through cheque, however, that offer was declined by the accused persons and they insisted that the earnest money be paid in cash. After the execution of the agreement to sell and the part payment made, it was found out that the person, who had entered into agreement to sell by portraying himself to be Satnam Singh, was, in fact, one Atul Kumar son of Sanjiv Kumar, resident of Sri Muktsar Sahib and is petitioner before this Court in CRM-M No.862 of 2022. In the FIR, it is further stated that the person, who had initially shown the land by reflecting himself to be Satnam Singh and the person who had entered into the agreement to sell, was not one and the same person. On coming to know about the fraud, Satnam Singh and others agreed to return the amount of Rs.50 lakhs, however, cheques given for the said amount have since bounced. Consequently, the instant FIR was registered.

3. Mr. R.S. Bains, learned senior counsel assisted by Mr. Mohan Chauhan, Advocate appearing for the petitioner in CRM-M No.4660 of 2022 argues that the petitioner has been falsely implicated in the said FIR and was not the person, who had entered into an agreement with the complainant-Narotam Dass nor had he received any money from him. It is argued that he is not signatory to any of the cheques alleged to have been given by the commission agents to the complainant, which are stated to have been dishonoured. It is further argued that it is a civil dispute and therefore, allegations of fraud and

cheating are not made out. It is also argued that the matter was earlier investigated and it was found that the petitioner herein is innocent

4. Mr. G.S. Hayer, learned counsel appearing for the petitioner-Atul Kumar in CRM-M No.862 of 2022 contends that there is a great delay in registration of the FIR, as the alleged incident is of 22.10.2018 and the complaint was filed before the police on 31.12.2020 on the basis of which present FIR has been registered. It is argued that Satnam Singh had entered into the agreement to sell and taken the earnest money. Under these circumstances, custodial interrogation of the petitioner-Atul Kumar would not be required, being a dispute that has arisen out of an agreement to sell of land.

5. Notice of motion was issued in the said matter and a reply has been filed by the respondent-State. Appearance has also been caused on behalf of the complainant. Both the counsel appearing for the respondent-State as well as the complainant opposed grant of anticipatory bail to the petitioners by contending that the matter requires to be investigated and without custodial interrogation, true facts would not emerge.

6. As per para 8 of the reply filed by the respondent-State, it is reflected that the Deputy Superintendent of Police, City-1, Bathinda after enquiring into the matter has submitted his detailed report date 23.11.2021 before Senior Superintendent of Police, Bathinda stating therein that Satnam Singh, who owns 25 acres of land, formed a gang in connivance with Atul Kumar and others and adopted a *modus operandi* whereby Atul Kumar initially by impersonating himself as Satnam Singh executes sale deeds with certain persons and thereafter, Satnam Singh files civil suits challenging said sale deeds by taking the pleas that he was not signatory of said sale deeds and a fraud has been played upon him. However, thereafter he enters into

compromise with the complainant. Earlier also, they cheated one Sanjiv Kumar to the tune of Rs.3.60 crores and a case FIR No.206 dated 19.12.2019 under Sections 419, 420, 465, 468, 471, 120-B IPC had been registered at Police Station Sadar Malout against Atul Kumar and others. In the said case, Satnam Singh had been nominated as an accused vide DDR No.21 dated 26.04.2020. However, a compromise has been arrived at between accused persons and Sanjiv Kumar and now petition for quashing of aforesaid FIR is pending before this High Court. Now by adopting same *modus operandi*, Satnam Singh in connivance with Atul Kumar has cheated the complainant-Narotam Dass and therefore, custodial interrogation of the petitioners would be required to investigate the matter thoroughly.

7. Learned counsel for the complainant points out, that out of the land that was agreed to be sold to the complainant herein, 10 acres were sold by said Atul Kumar to four different persons namely Rajinder Kumar, Sanjeev Kumar, Sonam Rani and Sonia Rani. Satnam Singh filed a suit for injunction to the effect that the sale deeds executed in favour of vendees were executed by impersonation and therefore, said sale deeds were not valid and binding upon him. He further points out that this is a nexus being operated by a gang, of which both Satnam Singh and Atul Kumar are a part of. On the one hand, agreements to sell were executed by Atul Kumar by impersonating himself as Satnam Singh and once the money had been received, Satnam Singh would file a suit to have the said sale deed set aside claiming fraud having been played upon him. It is argued that Satnam Singh eventually compromised the matter in civil suits filed and this would reflect the complicity and nexus between two. It is further argued that as on date, Satnam Singh has not filed any criminal

complaint against said Atul Kumar, which again is indicative of the fact that both are acting in connivance with each other.

8. In response to the arguments raised that Satnam Singh had entered into a compromise in the civil suit filed by him for setting aside the sale deeds executed by Atul Kumar, learned senior counsel appearing for Satnam Singh would contend that he was under pressure to withdraw the case and compromise the matter since he and his father were being threatened that an FIR would be registered against them. There was also a threat that they would be implicated in NDPS matter and at the same time, marriage of the petitioner was fixed and he could not afford to face FIRs. It is also submitted that there is inordinate delay in filing of the complaint case.

9. I have heard learned counsel for the parties and have perused the paper book. From the reading of the FIR, *prima facie* it appears that there is a nexus between Satnam Singh and Atul Kumar and others, who have adopted a *modus operandi* to dupe innocent persons. Satnam Singh is owner of the property and Atul Kumar impersonates him while executing agreements to sell and sale deeds, which are sought to be challenged by Satnam Singh on the ground that a fraud has been played upon him being the real owner. If the real owner was aggrieved of any act of Atul Kumar, he would have prosecuted him for impersonation and for an attempt to deprive him of his land. However, not only the suit filed by Satnam Singh challenging the sale deeds has been compromised but till date, no criminal complaint has been filed by Satnam Singh against Atul Kumar and others. Even by resorting to the same *modus operandi*, one Sanjiv Kumar has been cheated, who lodged FIR No.206 dated 19.12.2019 under Sections 419, 420, 465, 468, 471, 120-B IPC at Police Station Sadar Malout against Atul Kumar and others and it could not be a mere

coincidence that Satnam Singh arrived into a compromise with the complainant in that case as well. In the instant case, a recovery of Rs.50 lakhs is to be effected, as the cheques issued by the other co-accused have been dishonoured. It is not a simple case arising out of execution of agreement to sell/sale deeds but is a conspiracy hatched, as it appears at the first instance, to dupe the innocent persons in the name of selling land by Atul Kumar and others, who impersonates as real owner (Satnam Singh) and the real owner though initially contests the said sale deeds by contending that a fraud has been played upon him, enters into a compromise at the end. Even till date, no criminal complaint has been filed by Satnam Singh against Atul Kumar and others. Therefore, keeping in view the gravity of offence and the fact that this is a gang, who is resorting to a *modus operandi* to dupe innocent persons and a recovery of Rs.50 lakhs is to be effected, custodial interrogation of the petitioners would be required. No ground is made out to grant anticipatory bail to the petitioners herein. Consequently, both the petitions stand dismissed. Any observations made herein are for the purpose of deciding this petition and ought not to be construed as an expression on merits.

(JAISHREE THAKUR)
JUDGE

February 14, 2022
Pankaj*

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