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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-5080-2022 (O&M)

Date of Decision:05.05.2022

Vipan Kumar Chopra

.. Petitioner

Vs.

State of Punjab

..Respondent

CORAM: HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Vipul Babuta, Advocate for the petitioner.
Mr. Dhruv Dayal, Sr. DAG, Punjab.
Mr. Sumeet Goel, Sr. Advocate with
Mr. A.K. Ronia, Advocate
for the complainant.

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Manoj Bajaj, J. (Oral)

Petitioner has approached this Court under Section 438 Code of Criminal Procedure to seek anticipatory bail in a case FIR No.0014 dated 25.01.2022 registered under Sections 406, 420 and 120-B IPC at Police Station Punjab Agriculture University (PAU), District Ludhiana, who apprehends his arrest at the hands of Police.

On 08.02.2022, this Court had passed the following order:

“Learned counsel contends that the allegations in the FIR relate to the agreement to sell dated 20.09.2018 executed between Gurpreet Kaur and Babita Chopra (vendors) with complainant Ronak Singh (vendee) and as per the terms of the said agreement a sum of Rs.1 crore 75 lakhs was paid by complainant in cash to the sellers against the total sale consideration of Rs. 2 crore 40 lakhs, the sale deed was to be executed by 01.02.2021, and he further submits that as per allegations the property in question was sold on 13.05.2019 by owners through their respective power of attorney holders to Javneet Baban thereby cheating the complainant. According to him, the dispute between the parties is only of civil nature, but the complainant has never sought specific performance of the contract who has falsely implicated the petitioner (POA holders of owner) in FIR No 0014 dated 25.01.2022. He submits that the agreement to sell is forged and it does not appeal to prudence that cash payment of 1 crore 75 lakhs was made without any receipt. He further submits that the case of

the prosecution is based upon documentary material, therefore, custodial interrogation of petitioner is not necessary.

Notice of motion.

Mr. Ramdeep Partap Singh, DAG Punjab, accepts notice on behalf of the respondent-State and Mr. Suneet Goel, Sr. Advocate assisted by Mr. A.K. Ronia, Advocate, accepts notice on behalf of the complainant.

Learned counsel for the complainant has argued that the agreement to sell itself contains a recital that the entire earnest money was paid in cash, and subsequent to this the accused persons had entered into a compromise dated 09.06.2021 with a promise to sell some other property in favour of the complainant. He submits that by retaining the amount, a wrongful loss has been caused to the complainant.

At this stage, learned counsel for the petitioner has argued that the alleged agreement to sell was executed by owners themselves and the petitioner was not connected to the said instruments in any manner, therefore, the petitioner is not connected with the alleged offence of cheating.

Adjourned to 05.05.2022.

Meanwhile, the petitioner shall join the investigation and would come present as and when called for and in the event of arrest, the petitioner shall be admitted to interim bail on his furnishing personal and surety bonds to the satisfaction of Arresting/Investigating Officer. The petitioner shall also abide by the conditions as specified under Section 438 (2) Cr.P.C. ”

Learned counsel for the petitioner has stated that in compliance

of the above order, the petitioner associated himself in the investigation and cooperated during interrogation.

Learned State counsel, who is instructed by SI Didar Singh, states that indeed the petitioner has joined the investigation and is not required for custodial interrogation for the time being.

Considering above, the petition is allowed and the interim bail granted by this Court vide order dated 08.02.2022 is made absolute.

05.05.2022
Jasmine Kaur

(MANOJ BAJAJ)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes No
Yes No