

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

CRM-M-9089-2019 (O&M)
Date of Decision:- 9.9.2022

Bahadur Singh

... Petitioner

Versus

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Karanvir Singh Khehar, Advocate for the petitioner.

Mr. Rajiv Sidhu, DAG, Haryana,
assisted by ASI Narinder Singh.

GURVINDER SINGH GILL, J.

1. The petitioner seeks grant of anticipatory bail in a case registered against him vide FIR No. 321 dated 19.11.2018 under Section 420 IPC at Police Station Pinjore, District Panchkula.
2. The FIR was lodged at the instance of Baldev Singh wherein it is alleged that Charanjit Kaur wife of Bahadur Singh, Bahadur Singh, Gurmeet Singh, Gian Chand and Rashpal Kaur are into business of property dealing having an office at Pinjore-Baddi road. Bahadur Singh is distantly related to complainant and that the complainant was having good relations with him. It is alleged that Charanjit Kaur wife of Bahadur Singh told the complainant that they had purchased a commercial property measuring 6 Biswas from Gian Chand and his wife and that they (Charanjit Kaur and her husband Bahadur Singh) wanted to dispose off the same as they needed money. The complainant and his partner agreed to purchase a property. When the

complainant and his partner went to the office of the accused for finally settling the deal, then all the accused excepting Gurmeet Singh were present there. Bahadur Singh introduced Gian Chand and his wife Rashpal Kaur to all others and stated to the complainant that Gian Chand and his wife Rashpal Kaur are the real owners and that they (accused) had purchased the same from them. Bahadur Singh showed an agreement to the complainant and his partner, as per which the deed had been finalized by him for an amount of ₹78 lacs and the date for execution of the Agreement to Sell had been fixed as 23.9.2017. On 23.9.2017, the complainant and his partner Amar Nath Chawla reached at the office of Lamba Property along with payment for the purpose of execution of the Agreement to Sell in their favour. Accordingly, the agreement was executed between the complainant and his partner on one side and Bahadur Singh and his wife on the other side in the presence of all the persons. In accordance with the said agreement dated 23.9.2017, the complainant paid an amount of ₹ 19 lacs in cash and ₹ 2 lacs by way of cheque to Bahadur Singh and his wife. Upon receiving the said payment, Bahadur Singh and his wife gave an amount of ₹ 15 lacs to Gian Chand and his wife and ₹ 1 lac to Gurmeet Singh in the presence of the complainant. The remaining amount of ₹ 3 lacs cash and the cheque of ₹ 2 lacs was retained by Bahadur Singh and his wife. It is alleged that on 8.1.2018, Bahadur Singh and Gurmeet Singh met the complainant and expressed their inability to execute the Sale Deed in respect of the entire property, which was in the shape of two plots on the ground that the original owner Gian Chand was not agreeable for the same and that Gian Chand was, however, willing to execute sale deed for a part of the same i.e. qua one plot

only. The complainant asked Bahadur Singh to return his entire amount but Bahadur Singh requested the complainant to purchase one plot only instead of two plots, as had been originally agreed. The complainant agreed for the same and accordingly Bahadur Singh made a writing on the back of the first page of the Agreement dated 23.9.2017 and the date for execution of sale deed was extended upto 25.2.2018. However, later upon request of Bahadur Singh, the date was extended again. Since complainant had started nursing some doubt, he insisted that he be handed over possession before execution of sale deed of one plot and accordingly visited the site of plot along with Bahadur Singh on 4.3.2018 but he was shocked to find that a boundary wall was being constructed on the said plot. Bahadur Singh left the spot. One Diwan Chand came at the spot and stated that the plot belongs to him and he showed him an agreement, as per which Bahadur Singh had sold a property to him. Though, the complainant visited the office of the accused and demanded his amount back but to no avail and rather the complainant was threatened.

3. The learned counsel representing the petitioner has submitted that the petitioner has falsely been implicated in the present case and that in any case even if all the allegations, as levelled in the FIR are taken to be correct, the same, at best, would constitute a civil liability and that the complainant is trying to give the same a criminal tint. The learned counsel for the petitioner has submitted that as a matter of fact Baldev Singh - complainant did not possess the money to purchase the property in question and accordingly had entered into an agreement with the petitioner on 16.3.2018 i.e. Annexure P-2 wherein he had admitted the fact that the agreement in respect of the

disputed property had been cancelled for want of requisite consideration amount and that they had received back the entire amount of ₹21 lacs which Bahadur Singh and his wife had earlier paid for purchase of the said disputed property. The learned counsel has further submitted that vide said agreement dated 16.3.2018, Baldev Singh had agreed to sell off his land to Bahadur Singh @ ₹ 15 lacs per bigga and that he had received an earnest amount of ₹15 lacs and that the Sale Deed was to be executed by 6.4.2018.

4. The learned counsel has drawn the attention of this Court to the said agreement (Annexure P-2) accompanied by a receipt issued by Baldev Singh, which is for ₹ 23 lacs. It has been submitted that since despite the said agreement, the sale deed was not executed by Baldev Singh, the petitioner Bahadur Singh got FIR No. 158 dated 14.5.2019, Police Station Pinjore, District Panchkula (Annexure P-16) registered against Baldev Singh and others which was duly inquired into and allegations had been found to be truthful. The learned counsel has further submitted that in any case the matter in hand is totally based on documentary evidence and since the petitioner has already joined investigation, he deserves the concession of anticipatory bail.

5. On the other hand, the learned State counsel, assisted by counsel for the complainant have vehemently opposed the petition. The learned State counsel has submitted that although the petitioner has joined investigation but he was not cooperating inasmuch as all the relevant documents were not being furnished by him, particularly the original agreement executed by Gian Chand in his favour, though several opportunities have been given to him for the said purpose. It has further been pointed out by learned State

counsel that the petitioner is a habitual offender, having been involved in a large number of similar cases of cheating innocent persons.

6. This Court has considered the rival submissions.
7. In the present case, though the petitioner claims to have purchased the property by way of some agreement from Gian Chand, which admittedly had further been agreed to be sold by petitioner to complainant but the petitioner has not produced the said document executed by Gian Chand in his favour despite having been given several opportunity for the same.
8. Still further, this Court finds that the petitioner lodged FIR No. 158 dated 14.5.2019, Police Station Pinjore, District Panchkula (Annexure P-16) against Baldev Singh (present complainant) wherein allegations had been raised that the present complainant Baldev Singh had cheated him of an amount of ₹ 23 lacs and that Baldev Singh had admitted in an agreement that the petitioner had returned back the entire disputed amount of ₹ 21 lacs to Baldev Singh. However, upon an inquiry conducted by a Special Investigating Team, the entire allegations, as levelled in the said FIR i.e. FIR No. 158 dated 14.5.2019, Police Station Pinjore, District Panchkula lodged by the petitioner were found to be false and in fact it has been found that the agreement propounded by the petitioner in the said FIR was a forged document and that both the pages of the agreement were found to be differently prepared. A cancellation report on the basis of the said the findings of SIT had also been presented.
9. The aforesaid findings would negate the claims of the petitioner regarding admission of the complainant in some agreement of having received back

the disputed amount of ₹21 lacs. Further, this Court finds that the petitioner is a seasoned con-man having been involved in a large number of identical cases, the particulars of which have been mentioned by the State in its short reply dated 26.8.2019. The details of the FIR are reproduced hereinunder:-

- (i) FIR No 47 dated 15-02-2018 U/s 380, 420, 448, 506, 34 IPC Police Station Pinjore and the case is pending;
- (ii) FIR No 99 dated 31-03-2019 U/s 379, 406, 420, 447, 506, 120-B IPC, Police Station Pinjore and case is under investigation.
- (iii) That the present case FIR No 321 dated 19-11-2018 U/s 420 IPC, Police Station Pinjore and case is under investigation.
- (iv) FIR No 230 dated 06-07-2019 U/s 406, 420, 120-B IPC, Police Station Zirakpur and case is pending.
- (v) FIR No. 158 dated 4.5.2019 U/s 406, 420, 506, 120- B IPC Police Station Pinjore (case was registered on the complaint of petitioner. During investigation all the facts were found against the petitioner and he has been found accused in the case).

10. As a sequel to discussion made above, this Court does not find any special case for grant of anticipatory bail.

11. The petition is sans merit and is hereby dismissed.

9.9.2022

kamal

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned
Whether Reportable

Yes / No
Yes / No