

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH**CRM-M-28078-2022 (O & M)****Date of decision: 18.07.2022**

Simranjeet Singh

.... Petitioner

V/s

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Sant Pal Singh Sidhu, Advocate, for the petitioner.

Mr. Kirat Singh Sidhu, DAG, Punjab.

JASJIT SINGH BEDI, J. (Oral)

The present petition under Section 438 Cr.P.C. has been filed for the grant of anticipatory bail to the petitioner in case FIR No.236 dated 23.06.2021 under Sections 465, 467, 468, 471, 474, 120-B IPC registered with Police Station City Kharar, District SAS Nagar.

2. The present FIR came to be registered at the instance of Jatinder Pal Singh on behalf of JPG Land Developers Private Limited (hereinafter to be referred as 'company') and Davinder Pal Singh son of Kirpal Singh with the allegations that the complainant-company in the year 2012, had four directors, namely, Albel Singh, Davinder Pal Singh, Manjit Kaur and Jarnail Singh. The complainant-company through its Managing Director Gurmeet Singh had purchased land measuring 5 Bighas 6-1/2 Biswa comprised in Khata No.4/4, Khasra Nos.436(1-4), 437(2-15), 438(5-6), Kitta 3, out of land measuring 9 Bighas 8 Biswa being 17/30 shares situated in the area of village Khanpur, Hadbast No.183, Tehsil Kharar,

son of Gurbaksh Singh, resident of House No.534, Sector 18, Chandigarh, Mohinder Kaur wife of Rajinder Singh and Narinder Kaur wife of Bhupinder Singh, residents of House No.3069, Phase-7, Mohali, Tehsil and District SAS Nagar (Mohali), for a sum of Rs.1,80,00,000/- vide registered sale deed dated 4.4.2012 mutation of this land was entered in the name of M/s JPG Land Developers Private Limited. The said company had also purchased the land measuring 12 Bighas 5-3/4 Biswa comprised in Khata No.221/225, Khasra Nos.440(4-16), 441(2-18), 439(4-6), Kitta 3, situated in village Khanpur, Hadbast No.183, Tehsil and District SAS Nagar (Mohali) from Iqbal Singh son of Gurbaksh Singh, Bikrampal Singh son of Iqbal Singh, Jaspal Kaur wife of Iqbal Singh, residents of House No.1349, Sector 33, Chandigarh, for a sum of Rs.3,25, 00,000/- vide sale deed dated 7.3.2014. The complainant-company also purchased land measuring 5 Bighas 2-11/20 Biswa comprised in Khata No.221/225, Khasra No.442(4-15), Kitta 1 from Iqbal Singh son of Gurbaksh Singh, Bikrampal Singh son of Iqbal Singh, Jaspal Kaur wife of Iqbal Singh and Parminder Singh son of Iqbal Singh, residents of House No. 1349, Sector 33, Chandigarh, for a sum of Rs.1, 75, 00,000/- vide sale deed dated 7.3.2014. Mutation of these properties were also entered in the name of M/s J.P.G. Land Developers Private Limited.

3. One Albel Singh Kailey son of Karnail Singh Kailey had resigned from the company on 19.09.2013. However, in connivance with Gurjot Singh son of Raghbir Singh, they forged an agreement dated 07.12.2012 in connivance with witnesses and the stamp vendor in order to grab a plot measuring 722 Sq. Yds. As per the complainant, this agreement had been forged in a back date by Albel Singh Kailey and Gurjot Singh in connivance with the witnesses and stamp vendor with an intention to cheat

the complainant-company and grab the property. In fact, the company had been mentioned to be the owner of the property through the directors Albel Singh son of Karnail Singh, Gurmeet Singh son of Gurbachan Singh and Davinderpal Singh son of Kirpal Singh. However, for obvious reasons, with an intention to cheat the company only Albel Singh mentioned himself to be the director of the complainant company, signed as A.S. Kailey and executed the said agreement, though, he had never been authorized by the company and no resolution was passed in his favour authorizing him to execute the said agreement dated 07.12.2012. In fact, there was no signature of Gurmeet Singh and Davinderpal Singh on this agreement. It was alleged that the entire payment of Rs.32,49,000/- had been shown to be made but no amount has been deposited in the account of the complainant company either by Albel Singh or Gurjot Singh, the alleged purchaser and it had not been explained as to in what manner the payment of the said amount had been made by Gurjot singh to Albel Singh. It was alleged that the area of the plot had been mentioned to be 722 Sq.Yds. comprised in Khasra Nos. 439, `440, 441, 442/1, 443/1, Khata No.221/225. However, the company i.e. M/s J.P.C. Land Developers had only purchased Khasra Nos.436, 437, 438 vide sale deed dated 04.04.2012 and the aforesaid company was not the owner of Khasra Nos.439, 440, 441, 442/1, 443/1 as on 07.12.2012 i.e. the date mentioned on the agreement to sell and, in fact, the said land had been purchased by the company only later on 07.03.2014. Meaning thereby that on 07.12.2012, the company was the owner of only Khasra Nos. 436, 437, 438 and not the Khasra numbers mentioned in the agreement dated 07.12.2012. It was further alleged that the stamp papers were purchased by Gurjot Singh from Sh.Upkar Singh, Stamp Vendor, New District Courts, Ludhiana, though the property was situated at Tehsil Kharar, District SAS

Nagar (Mohali). The stamp papers had never been purchased by Gurmeet Singh, Davinderpal Singh or any of the directors of the company. Regarding Simranjeet Singh son of Harinder Pal Singh, it was stated in the FIR that he was a resident of Ludhiana and had been shown to be a witness on this agreement dated 07.12.2012. Similarly, Harsimran Singh whose father's name had not been mentioned, had been shown to be the witness along with a Mobile No.92294-00007. This mobile number was never in his name on 07.12.2012. It was, thus, alleged that if the entire amount of Rs.32,49,000/- had been received by Albel Singh/the complainant company, and nothing remained to be paid by the purchaser-Gurjot Singh, then, it was indeed strange that the said Gurjot Singh (the purported purchaser) did not seek execution of the sale deed for a period of 10 years which all goes to show that the said agreement was forged and only saw the light of the day when Gurjot Singh filed a Civil Suit No.274 of 2021 against the complainant company-M/s J.P.G. Land Developers, Albel Singh, Gurmeet Singh and Davinderpal Singh for specific performance. In fact, as per the FIR, the area shown to be purchased by Gurjot Singh from Albel Singh is a parking area left by the company for plot holders who had already purchased the property/showrooms from the company.

Based on the said complaint, an enquiry was conducted, leading to the registration of the present FIR. The entire dispute pertains to an agreement to sell dated 07.12.2012. A perusal of the agreement would reveal that the petitioner-Simranjeet Singh has signed the said agreement as a witness.

4. The learned counsel for the petitioner contends that the petitioner has been falsely implicated in the present case. He was only an

with the dispute between the parties. In fact, he was known to both the parties because of which he had signed the agreement. He did not know that the said agreement was a fabricated document, and therefore, it was only the beneficiary Gurjot Singh and the seller-vendor Albel Singh Kailey who could be held to be responsible for having committing the offence in question.

He contends that the petitioner-Simranjeet Singh was not a beneficiary, and there is nothing to suggest that he was a part of a conspiracy hatched to cheat the complainant company alongwith his co-accused.

5. The learned counsel for the State, on the other hand, submits that certain facts would conclusively establish that not only is the agreement a forgery but the petitioner being an attesting witness knew that the said agreement was forged.

6. Firstly, he contends that the agreement to sell dated 07.12.2012 names one Harsimran Singh to be a witness alongwith the petitioner. The mobile number of Harsimran Singh is mentioned i.e. 92294-00007. He submits that the mobile number was actually activated in the year 2017, and therefore, the questioned agreement is apparently a forged document being dated 07.12.2012. Secondly, he contends that there is absolutely no evidence to suggest as to the manner in which a sum of Rs.32,49,000/- was paid purportedly by Gurjot Singh to Albel Singh, there being no record of such monetary transaction. Thirdly, he contends that the land, in question, is said to have been purchased in December, 2012 when, in fact, the said land came to the ownership of the complainant company only in the year 2014 which also shows that the agreement is an ante-dated agreement. Fourthly, he contends that, though, Gurjot Singh is said to have made the entire payment on 07.12.2012, however, for a period of approximately, 09 years no

steps were taken up by Gurjot Singh to get the sale deed executed in his favour and it was only in the year, 2020/2021 that he had filed a suit for specific performance of the said agreement and it was only then that the said agreement came to the light, leading to the registration of the present FIR. This conduct of the parties shows that the agreement is forged. Fifthly, he contends that the statement of Upkar Singh, the stamp vendor was recorded, who has quite strangely submitted that his entire record is lost. It is lastly submitted that the petitioner-Simranjeet Singh is purported to have affixed his signatures on the agreement dated 07.12.2012 despite the fact that the aforementioned circumstances would clearly show that the said document is ante-dated. By no stretch of imagination can the petitioner absolve himself of his liability given the attending circumstances of the agreement being a forged document. The very fact that the mobile number of Harsimran Singh one of the witnesses was activated only in the year 2017 clearly establishes that the petitioner would have known that the document is ante-dated because it could not have possibly been executed before that 2017 though it was dated 07.12.2012.

7. The learned counsel for the complainant has referred to the aforementioned facts and has further argued that the agreement, in question, was executed without any resolution in favour of Albel Singh to act on behalf of the complainant company and no money had been received by the company for the sale. He also submits that this very land mentioned in the agreement to sell was sold vide different sale deeds from time to time (Annexures A-4 to A-8) to various persons in the year, 2018. Albel Singh was a witness to those sale deeds but at no point in time, did he inform the company or any director that, in fact, he had sold the said land in the year,

and prepared in ante-dated manner. With respect to the present petitioner, he submits that the aforementioned attending circumstances would show that the petitioner was aware that he is signing an ante-dated document and, as such, has played an active role being one of the attesting witness of the forged/fabricated/fictitious agreement, in question.

8. I have heard the learned counsel for all the parties at length.

9. The various suspicious circumstances referred to hereinabove by the learned counsel for the State as also the counsel for the complainant would establish that *prima facie* the agreement appears to be a forged document prepared in ante-dated manner. The petitioner is a witness to this agreement and it cannot be stated by any stretch of imagination that he has signed the same in the year, 2012, when the mobile No.92294-00007 itself was activated in the year, 2017. Thus, the connivance of the petitioner with the main accused Gurjot Singh and Albel Singh is writ large.

10. In view of the aforesaid facts, the petitioner does not deserve the concession of anticipatory bail as his custodial interrogation is certainly necessary so as to ascertain the mode and manner in which the offence was committed. Therefore, the present petition is dismissed.

11. However, it is made clear that the observations made in this order are only for the purpose of deciding the present petition for the grant of anticipatory bail and the Trial Court shall proceed as per law uninfluenced by any observations made hereinabove.

(JASJIT SINGH BEDI)
JUDGE

July 18, 2022
sukhpreet

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No