

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

247

CRM-M-37086-2022 (O&M)

Date of Decision: 06.12.2022

SABBIR

... Petitioner

Versus

STATE OF HARYANA

... Respondent

CORAM: HON'BLE MR. JUSTICE HARNARESH SINGH GILL

Present: Mr. Satish Chaudhary, Advocate
for the petitioner.

Mr. Gurbir S. Dhillon, AAG Haryana.

Mr. Gitesh Sharma, Advocate
for the complainant.

HARNARESH SINGH GILL, J.(Oral)

Through this petition, the petitioner seeks regular bail in case bearing FIR No.209 dated 07.12.2020, registered under Sections 420, 467, 468, 471 and 120-B IPC, at Police Station Dhauj, District Faridabad.

Learned counsel for the petitioner submits that though the petitioner has specifically been named in the FIR, yet the fact remains that he has been in custody since 04.01.2022; that the petitioner was working for the complainant; that on 26.02.2014, an agreement to sell was executed by the complainant in favour of the petitioner; that on the basis of the said agreement, the petitioner further executed agreements to sell with the prospective buyers and that pursuant thereto, some of the

prospective buyers have already constructed their plots on the said land. He further submits that the petitioner has not prepared any forged agreement to sell; that as per the contents of the FIR, it was on 20.08.2020, some persons came to the complainant and showed some agreements to sell of land measuring 2000 sq. yds. and that it is now stated by the complainant that the said agreements, shown on 20.08.2020, are the forged one.

Per contra, while opposing the prayer for grant of regular bail to the petitioner, learned State counsel and learned counsel for the complainant do not dispute the custody period of the petitioner.

Learned counsel for the complainant submits that the entire sale consideration was settled at Rs.20,00,000/-; that the agreements to sell shown on 20.08.2020, are with regard to the other land and that the complainant has neither agreed nor authorize the petitioner to sell the land in dispute. He further submits that the agreement to sell dated 26.02.2014 is a forged one and that the petitioner is a habitual offender as other cases have been registered against him.

I have heard the learned counsel for the parties.

The petitioner has been in custody since 04.01.2022. As per the learned counsel for the petitioner, the petitioner was working for the complainant and agreement to sell dated 26.02.2014 was executed in his favour by the complainant, with regard to curbing of the plot out of 2000 sq. yds. Land and that, on the basis of the said agreement, the petitioner

was subsequently entering into the agreement to sell with other prospective buyers. Some of the prospective buyers have already constructed plots on the said land.

On a pointed query to the learned counsel for the complainant, whether any suit for specific performance has been filed by the complainant, he replied in negative.

Prosecution evidence is yet to conclude. In such circumstances, the trial of the case would take a long time to conclude. Therefore, no useful purpose would be served by keeping the petitioner behind the bars.

In view of the above and without commenting anything on the merits of the case, lest it should prejudice the case of either side, the present petition is allowed and the petitioner is ordered to be released on bail on his furnishing bail/surety bonds to the satisfaction of the learned trial Court/Duty Magistrate/Chief Judicial Magistrate concerned.

06.12.2022

Aman Jain

(HARNARESH SINGH GILL)
JUDGE*Whether speaking/reasoned*

:

*Yes/No**Whether reportable*

:

Yes/No