

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

CRM-M-38434-2022 (O&M)

Date of Decision:- 29.8.2022

Gaurav Ummat and another

... Petitioners

Versus

State of Punjab

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Aayush Gupta, Advocate for the petitioners.

Mr. Luvinder Sofat, DAG, Punjab.

Mr. I.S. Ratta, Advocate for the complainant.

GURVINDER SINGH GILL, J.

1. The petitioners Gaurav Ummat and Amit Ummat seek grant of anticipatory bail in a case registered against them vide FIR No. 118 dated 27.6.2022 under Sections 406, 420, 465, 467, 468, 471/120-B IPC at Police Station Sadar Ludhiana, District Police Commissionerate Ludhiana.
2. The FIR was lodged at the instance of Sachin Goyal wherein it is alleged that he is into real estate business and had carved out a colony in village Gill and village Manakwal by the name of 'Ring Road City'. Several plots have been sold and some are still under the ownership and possession of the complainant. It is alleged that the writing work in respect of the deeds and documents was being looked after by Goldy Ummat (petitioner-Amit Ummat) and his brother Gaurav Ummat and that the original record of the complainant was with them as the relations between them and the complainant had been good and the complainant used to sign on even blank

stamp papers on their asking. The complainant alleges that Plot No. 9-A, measuring 200 square yards, was owned by him and was in his possession. The complainant, being busy in his work, rarely used to visit colony. However, on 21.3.2021, when he visited the colony, he found that some construction was going on in Plot No. 9-A. When he objected to the same, the person present there disclosed his name as Malkiat Singh and stated that he has been authorized by Goldy Ummat and Gaurav Ummat and the said person even threatened the complainant to get him killed. It is alleged that later Goldy Ummat openly challenged the complainant and stated that he had got prepared forged documents and will take possession of plots of the complainant.

3. The learned counsel representing the petitioners has submitted that though the complainant has alleged that petitioners are deed writers but the said fact is factually incorrect as they are not into the said profession and infact that it is their father, who was a licensed deed writer, with whom the complainant had some dealings, but the petitioners' father unfortunately expired on 8.8.2019. The learned counsel submits that it was in order to settle some financial commitment that the complainant executed an Agreement for Sale dated 13.5.2019 (Annexure P-5) for sale of various of his properties in favour of Amit Kumar Ummat after taking full and final payment. The learned counsel has further submitted that the complainant Sachin Goyal even executed a General Power of Attorney in favour of petitioner Gaurav Ummat on 13.5.2019 (Annexure P-5) in respect of all of his properties situated in State of Punjab and that the said General Power of Attorney was duly registered before the Sub-Registrar. The learned counsel for the

petitioners has submitted that in fact the complainant had been changing his stand and while at some point of time he had taken a stand that the Power of Attorney in question had been got executed from him by way of fraud but now he alleges that the same is a result of forgery. The learned counsel for the petitioners has submitted that, at best, the allegations in the present case would constitute a civil dispute and in fact civil suits had already been filed by Angrej Singh, Veena Rani and Muskan Ummat (Annexures P-6 to P-9) and in one case, interim injunction has been issued on 22.4.2021 (Annexure P-10). The learned counsel has submitted that in these circumstances, the complainant having executed the aforesaid two documents, cannot turn round now to disown them so as to allege that the petitioners had fraudulently sold his properties.

4. On the other hand, the learned State Counsel, assisted by learned counsel for the complainant, have vehemently opposed the petition and has submitted that it is a well orchestrated fraud committed by the petitioners which would be evident from several glaring facts which clearly expose their guilt. It has been submitted on behalf of the complainant that the signatures of the complainant Sachin Goyal, as existing on the General Power of Attorney dated 13.5.2019 (Annexure P-5), have been got compared with the standard signatures of the complainant from two different Forensic Experts namely Navdeep Gupta and Dr. Vikram Raj Singh Chauhan, who both have opined that the signatures as existing on the GPA are forged. It has been submitted that the genuineness of the documents relied upon by the petitioners is disputed by the complainant and that the said documents themselves belie their contents. The learned State Counsel has submitted that the

General Power of Attorney which is in respect of properties of the complainant in the entire State of Punjab would rather be questionable inasmuch as no sane person would give this kind of a blank Power of Attorney in respect of his large number of properties unless there are genuine reasons for the same, say, if somebody is living abroad and is genuinely unable to attend to his properties, but in the present case there is no such circumstance which could have prompted the complainant to have executed this kind of wide sweeping General Power of Attorney in favour of the accused. It has further been submitted that there is even no evidence that the said Power of Attorney had been executed for any financial consideration, as is done in some cases.

5. The learned State counsel, assisted by counsel for the complainant, has submitted that the following transactions were made on the basis of the said Power of Attorney :-

- (i) Plot No. 66-D was transferred in the name of accused Muskan Ummat (wife of accused Amit Ummat) for sale consideration of Rs.6,40,000/-.
- (ii) Plot No. 54 was transferred in the name of accused Veena Rani (mother of accused Gaurav Ummat and Amit Ummat) for Sale consideration of Rs.4,62,000/-.
- (iii) Plot Nos. 51 and 60 were transferred in the name of accused Muskan Ummat (wife of accused Amit Ummat) for Sale consideration of Rs.12,75,000/-.
- (iv) Plot No.7-A was transferred in the name of accused Muskan Ummat (wife of accused Amit Ummat) for sale consideration of Rs.3,90,000/-.

- (v) Plot No. 53 was transferred in the name of accused Veena Rani (mother of accused Gaurav Ummat and Amit Ummat) for sale consideration of Rs.4,62,000/-.
- (vi) Plot No.38-D was transferred in the name of Angrej Singh (a friend of accused Gaurav Ummat and Amit Ummat) for sale consideration of Rs.45,80,000/-.
- (vii) Plot No.9-A was transferred in the name of Malkiat Singh (a friend of accused Gaurav Ummat and Amit Ummat) for Sale consideration of Rs.4,00,000/-.”

6. The learned State counsel has submitted that majority of the transactions pertained to transfer of properties amongst the family members of the petitioners. It has been submitted that in case the petitioners no. 1 had really acted as an Attorney, then he should have passed on the consideration amount to the complainant but there is no such evidence to this effect. It has further been submitted that even the Agreement to Sell on full and final payment i.e. Agreement dated 9.10.2006 (Annexure P-4) is also not free from doubt, as can be discerned from the following facts :-

- (i) though, Amit Ummat claims to have entered into a full and final agreement on 9.10.2006 in respect of Plot Nos. 51, 60, 52, 53, 54, 55, 71, 4-A, 5-A, 8-A, 66-D, 52-C, 67-D, 67-C, 75-C, 77-C, 38-D, 48-C, 37-C, 49-C, 47-C after paying full and final payment but there is no evidence of making any such payment;
- (ii) though, the said agreement of the year 2006 refers to Block-C and Block-D but the said Blocks were in fact developed in the year 2007 and 2011 by the complainant, as would also be evident from the fact that the complainant himself had purchased the said properties from

the agriculturists in the year 2007 and 2011 and which would absolutely negate the claim of the petitioners that he had purchased the properties in the year 2006 when in fact the said Blocks themselves had not been developed at all; and

(iii) that Plot Nos. 48-C, 67-C, 38-D and 66-D did not exist in the year 2006, though the petitioners claims to have purchased the same in the year 2006 vide Agreement dated 9.10.2006 (Annexure P-4).

7. The learned State counsel, assisted by counsel for the complainant, has further pointed out that though the Agreement to Sell dated 9.10.2006 (Annexure P-4) also includes Plot No. 4-A, but in fact the complainant had sold the said Plot No. 4-A to Smt. Paramjeet Kaur vide Sale Deed No. 12105 dated 29.12.2011 and the stamp paper for the purpose of execution of said sale deed is shown to have been purchased from accused Amit Ummat, who had also signed as a witness and which needs much to be explained as to how Amit Ummat would have overlooked the fact that the property which he had allegedly purchased on 9.10.2006 was again being sold by the complainant.

8. This Court has considered the rival submissions.

9. Though, this Court does find that at this stage the complainant or the State have not been fully able to establish that the Power of Attorney, which is a registered document had been got executed fraudulently or is a result of forgery but there is certainly something in Power of Attorney which raises suspicions about genuineness of the same, particularly the recital that the same is in respect of the entire properties of the executant situated in State of Punjab. The executant himself is not a naive person or a layman but is a real

estate developer, who would fully be aware about the ramifications as regards its misuse. Though, the complainant has contended that the signatures on the said GPA had been found to be forged but given the fact that the FSL has not given any report so far, it may not be safe to rely upon the said reports of private Handwriting Experts at this stage. However, it is the Agreement dated 9.10.2006 (Annexure P-4) in respect of the large number of properties of the complainant which spills the beans. The said Agreement is stated to be virtually in the shape of a sale as full and final payment has been made but the said Agreement is an unregistered document. In any case, the recitals in the said Agreement pertaining to sale of certain plots in Block-C and Block-D in the year 2006 when in fact the said plots had not even been developed and the complainant as in year 2006 had not even acquired the property for the said plots, points out that the said agreement is *ante-dated* and had been fabricated much later. More so when despite the fact that a huge number of plots are shown to have been agreed to be sold/sold by the complainant, there is no evidence regarding transfer of any amount by the petitioners to the complainant. In these circumstances, this Court does not find any special case for grant of anticipatory bail.

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

29.8.2022

kamal

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned
Whether Reportable

Yes / No
Yes / No