

**In the High Court for the States of Punjab and Haryana
At Chandigarh**

CRM-M-39050-2022 (O&M)
Date of Decision:-11.11.2022

Manjit Singh ... Petitioner

Versus

State of Punjab ... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Ms. Jigyasa Tanwar, Advocate for the petitioner.

Ms. Swati Batra, DAG, Punjab.
assisted by ASI Tarsem Singh.

Mr. Pardeep Virk, Advocate for the complainant.

GURVINDER SINGH GILL, J. (Oral)

1. The petitioner has approached this Court seeking grant of anticipatory bail in respect of a case registered vide FIR No.0034, dated 4.2.2019, Police Station Sohana, S.A.S. Nagar, Mohali, under Sections 406, 420, 120-B of Indian Penal Code.
2. The FIR was lodged at the instance of complainant Yadvinder Singh Cheema against 4 accused namely Anupam Nagalia, Jai Kumar Aggarwal, Manjit Singh and Ameer Hussain. The relevant extract of the FIR reads as follows:

“The Senior Superintendent of Police, Mohali, Subject:- To get refund of due compensation of money invested in property of IREO City, Sector 99, Mohali. Dear Sir, I want to state that I belong to district Gurdaspur. In year 2011, I booked an Apartment

GBC-02-001 on Second Floor, Sector 99 in IREO City Mohali. Since 2011 till June 2014, I paid all installment on time to time to the company and during booking time, they assured me possession by April 2015. But they failed to do so in time. I paid approximately more the Rs. 63 lacs to the company till June 2014. They offered me possession in August 2017. Which I refused as the quality of the work done was not satisfactory of they gave me very meager compensation as a part of their delayed possession scheme. Till date, I haven't take any possession. In the past, the officials of IREO gave me many false verbal assurances that I should not approach court or any authority and they will compensate me judiciously last year. I mailed them also but failed to get any genuine replies from them, I want that my whole amount which I invested in IREO should be refunded or repaid alongside more 9% interest as compensation and moreover I want a criminal proceeding against the officials for misreading cheating me. Thanking you, yours faithfully Yadwinder Singh Cheema.”

3. Learned counsel for the petitioner submits that the petitioner has been falsely implicated in the present case and that he had nothing to do with the allotment of any apartment in company named 'IREO City, Mohali' and was merely working as a Legal Advisor in the said company. It has been submitted that the petitioner had not benefited from any proceeds of the allotment and no amount whatsoever was ever credited in his bank account so as to hold that he was part and parcel of any conspiracy to defraud people. It has been submitted that, even if, the allegations as levelled in the FIR are taken to be correct, the same at best would constitute civil liability inasmuch the only grievance of the complainant is that the apartment, which was offered to him for possession, was not upto the mark and the quality of work was not satisfactory.

4. Opposing the petition, learned State counsel assisted by learned counsel for the complainant has submitted that the petitioner was part and parcel of the entire fraud and that the contention of the petitioner that he was working merely as a Legal Advisor cannot be accepted to be correct having regard to the fact that his annual remuneration as reflected in his appointment letter dated 22.1.2018 (Annexure P-2) is shown to be 76,50,000/-, which is on the higher side and apparently shows that the same was infact a part of proceeds/illegal gains of the company.
5. Learned counsel for the complainant has submitted that the very fact that the petitioner despite acceptance of his resignation dated 15.5.2019 (Annexure P-3) was part of the compromise deed (Annexure P-4) executed much later i.e. on 16.12.2019 would show that he had always been an active part of the company, which was into defrauding gullible persons. Learned counsel for the complainant has informed that although the co-accused had been able to get bail on the basis of said compromise deed (Annexure P-4), wherein it had been agreed that the accused would pay an amount of Rs.73,93,334/- but infact it was only an amount of about Rs.20 lakhs, which had been paid pursuant to the said compromise and the compromise was virtually dishonoured by the accused.
6. This Court has considered the rival submissions.
7. The petitioner certainly is specifically named in the FIR, wherein the complainant has levelled allegations broadly to the effect that he had invested money in company named IREO City, Sector-99, Mohali and had booked an apartment on 2nd floor of the said township but the allotment of the same was not made and subsequently when he was offered possession of

a unit, he found that the construction work was not upto the mark and was not satisfactory. Though the contention of the petitioner that he was merely a Law Officer would be debatable but this Court finds that in the FIR the mere grievance of the complainant is that the construction quality of the apartment, which had been offered for possession to him was not satisfactory. The insolvency proceedings are already pending against the company in question.

8. Having regard to the nature of allegations, it again will be debatable as to whether it is a case merely of civil liability or as to whether it is a case where the accused had intentionally constructed substandard quality apartments after having taken hefty amounts from the allottees. In any case, this Court finds that the present case is not such where custodial interrogation is warranted particularly keeping in view the fact that the question as regards the role of the petitioner being a Law Officer would also be debatable. The petition, as such, is accepted and it is ordered that the petitioner, in the event of arrest, be released on bail subject to his furnishing personal bonds and surety bonds to the satisfaction of Arresting/Investigating Officer. However, the petitioner shall join the investigation as and when called upon to do so and cooperate with the Investigating Officer and shall also abide by the conditions as provided under Section 438 (2) Cr.P.C.

11.11.2022

pankaj

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No