

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH.**

CRM-M-53997-2021 (O &M)

Date of decision: 18 th January, 2022

RAMESH CHANDER

.....Petitioner

Versus

STATE OF HARYANA

.....Respondent

CORAM: HON'BLE MR. JUSTICE SANT PARKASH

Argued by: Mr. Chanderhas Yadav, Advocate
for the petitioner.

Mr. Amreek Singh Narwal, DAG, Haryana
for the respondent-State.

Mr. Sandeep Kotla, Advocate
for the complainant.

SANT PARKASH, J.

The case has been taken up for hearing through video conferencing.

CRM-1029-2022

For the reasons mentioned in the application, the same is allowed and the documents as annexed in the application are taken on record as Annexure R-1 to R-5 and the complainant is exempted from filing certified copies of the same.

CRM-M-53997-2021

The petitioner has filed the present petition under Section 438 of the Code of Criminal Procedure, 1973 for grant of anticipatory bail to the petitioner in case, FIR No.491 dated 01.12.2021 registered under Sections 420, 467, 468 and 471 of the Indian Penal Code, 1860 at

Police Station City Jhajjar, District Jhajjar.

Brief facts of the case are that the petitioner executed agreements with private persons, as a lessee of Haryana Waqf Board and handed over possession illegally of the land which had already been acquired by HSVP vide award no.11 dated 04.07.2014 for development of Sector – 10 Jhajjar.

The petition has been opposed by the learned State Counsel in terms of reply filed by way of affidavit of Rahul Dev, HPS, Deputy Superintendent of Police, City Jhajjar, District Jhajjar.

The petition has also been opposed by learned Counsel for the complainant.

I have heard learned Counsel for the petitioner, learned State Counsel and learned Counsel for the complainant and have gone through the record.

Learned Counsel for the petitioner has submitted that the petitioner has been falsely implicated in the present case by converting a civil dispute into a criminal case by the complainant. The present land in question belonged to Wakf Board Haryana and the petitioner executed agreements to sublease with 5 persons, as a lessee of Haryana Waqf Board. The petitioner gave possession of the said plots to various residents and did not claim himself as the owner. During the course, the land was acquired by HSVP for development of Sector – 10 and award was passed on 04.07.2014. The petitioner cancelled the agreements of sublease and refunded the amount. The petitioner had a dispute with his business partner Hari Kishan regarding some property and the

complainant by misusing the process of law and after obtaining orders from this Court passed in **CWP-PIL No. 133 of 2020 titled as 'Hari Kishan Vs. State of Haryana and Others'** by concealing the facts and putting pressure on the authorities had got initiated the present FIR. The entire case is based on documentary evidence and the custodial interrogation of the petitioner is not required. The petitioner is ready and willing to join the investigation.

Opposing the contentions, learned State Counsel in view of reply has vehemently argued that the land in question was acquired vide award no. 11 dated 04.07.2014 for development of Sector -10 Jhajjar and possession of the land was handed over to HSVP on same date of award. The petitioner executed agreements with private persons and handed over possession of the said land in an illegal and unlawful manner without any authority and the petitioner has committed serious offence and the custodial interrogation of the petitioner was required for thorough and fair investigation and also for recovery of the original agreements. Therefore, the present petition for grant of anticipatory bail may be dismissed.

Learned Counsel for the complainant has placed reliance on the judgment passed in **CWP-18958 of 2014 titled as Shakuntla and Others Vs. State of Haryana and Others** whereby the petitioners who have been stated to be residents of the land in question challenged the quashing of notifications dated 07.07.2007 and 06.07.2012 as well as the Award dated 04.07.2014 vide which the land in question has been acquired by the HSVP, has been dismissed with the observations

that the land admittedly is within the Municipal limits and was agricultural in nature as is evident from the entries made in the revenue record. The said land was leased out by Wakf Board for agricultural purposes for three years and the lease period stood expired much before the petitioners are said to have entered into any sub-lease.

Learned Counsel for the complainant has further submitted that land comprising in Khasra No.486 was leased out by the Wakf Board to the petitioner and the said lease period expired much before the petitioner entered into agreements to sublease with private persons and the petitioner was neither owner nor in possession of the land in question at the time of execution of the agreements. The petitioner has committed serious offence and therefore, the present petition for grant of anticipatory bail may be dismissed.

In the present case, Vide Annexure P-8, the land present in Khasra No.486-Min was leased out by the Office of Haryana Wakf Board, Ambala Cantt. till 01.03.2014 vide notification No. JJR/0151 No.24/Lease-Urban/F.No. 2269/11-749 dated 20.07.2011 in the name of the petitioner for residential purposes. Thereafter, there was no lease deed in favour of the petitioner and the land stood acquired vide award No. 11 dated 04.07.2014 and on that very day the possession of the acquired land was handed over/delivered over to HSVP.

The plea of the petitioner that he never sold any plot after the acquisition of the land is totally misconceived and misplaced and does not stands on its legs.

On page 69 of the paper book there is a list of the

agreements executed by the petitioner in favour of five different persons which is incorporated as under :-

Sr. No.	Name of Second Party	Date of Agreement	For Khasra No./Measuring
1.	Suresh Kumar son of Vishnu	22.11.2017	486/106 sq. yards
2.	Bimla W/o Kukesh	16.10.2018	486/66 sq. yards
3.	Surili D/o Ram Narayan	05.11.2018	486/50 sq. yards
4.	Anil S/o Ranjeet	16.10.2018	486/226 sq. yards
5.	Manju w/o Raj Kumar	07.05.2019	486/66 sq. yards

Glancing through the aforesaid agreements, it would be evidently cleared that all the agreements were executed after the acquisition of the land in question which was acquired vide award no.11 dated 04.07.2014. The agreements pertains to the year 2017 to 2019. It clearly indicates that at the time of registration of the agreements, the petitioner was neither in the possession nor having any authority to lease out land to any other person on the basis of any agreement. and no question of handing over the possession to the persons named in the aforesaid agreement would arise when the possession itself was not with the petitioner as even the lease stood expired on dated 01.03.2014.

Learned Counsel for the petitioner has tried to make out the case submitting that now he had got all the agreements cancelled and refunded the amount to the persons with whom he had executed the agreements.

After having heard and considering the factual position discussed above, the fact not being disputed that the petitioner has got

all the agreements cancelled and has refunded the amount, the case being based upon documentary evidence which the Investigating Agency is already collecting or it might have collected, custodial interrogation of the petitioner not required, the present petition is disposed of with a direction to the petitioner to join the investigation and co-operate with the Investigating Agency as well as to handing over the documents which would be required by the Investigating Agency and have not yet been supplied.

The petitioner shall remain present as and when called for and in the event of arrest, the petitioner shall be admitted to bail on his furnishing personal and surety bonds to the satisfaction of Arresting/Investigating Officer subject to the adherence of the conditions as specified under Section 438(2) Cr.P.C.

18 th January, 2022
kavneet singh/Avin

(SANT PARKASH)
JUDGE

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No