

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

(220)

CRM-M-53460-2022

Date of Decision:- 24.11.2022

Harpreet Singh

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. Chetan Mittal, Senior Advocate
with Mr. Vivek Singla, Advocate, for the petitioner.

Mr. Iqbal S. Mann, DAG, Punjab.

Mr. Ajaivir Singh, Advocate, for the complainant.

VIKAS BAHL, J. (ORAL)

This is a petition under Section 439 Cr.P.C. for grant of regular bail to the petitioner in FIR No.104 dated 07.05.2021, registered under Section 420 of Indian Penal Code, 1890 (Sections 465, 467, 468, 471 and 120-B of IPC have been added later on), at Police Station Gharinda, Rural Amritsar.

2. Learned counsel for the petitioner has submitted that the petitioner has been in custody since 14.05.2022 and the investigation is complete and the challan has been presented and there are 34 prosecution witnesses, out of whom, none have been examined and thus, the trial is likely to take time. It is further submitted that the petitioner is not involved in any other case and the present case is triable by Magistrate. It is further submitted that a purely civil dispute has been sought to be given a criminal colour in the present case. It is submitted that a Deed of Association of Persons of M/s C.C. Developers was entered into on 15.12.2005 (Annexure

P-6) between Inderpreet Singh Chadha, who is the father of the complainant Prabhpreet Singh Chahda, S. Surjit Singh and Anil Kumar and in the said Deed of Association of Persons, there was an arbitration clause i.e. Clause 14, in which it has been specifically mentioned that in case any dispute arises between the parties, then the matter would be resolved and settled through mutual negotiation or arbitration. It is submitted that in the present case, three firms are involved i.e. C.C. Developers; Rajan Enterprises and Gobind Associates and the details of the holding (percentage of partnership) of various persons in the same have been detailed in Para 5 of the petition. It is stated that as far as the petitioner is concerned, he only has 10% share in M/s Rajan Enterprises and does not have any share in M/s C.C. Developers or M/s Gobind Associates. It is further submitted that as per the FIR, all the allegations with respect to exchange/transfer without prior permission have been primarily made against co-accused Surjit Singh and not against the present petitioner. It is further submitted that in the present case, the complainant is primarily aggrieved of transfer of land measuring 7 Kanal 3 Marlas vide mutation number 2965, comprised in 38//4/1 (6 kanal) and 29//25/1/2 (1 kanal 3 marlas) by M/s CC Developers in favour of M/s Rajan Enterprises in exchange of land measuring 6 kanal comprised in 39//9/1 (6 kanals) transferred by Rajan Enterprise to CC Developers and is also further aggrieved with mutation no. 2966 vide which khasra no. 29//25/1/1 (2 kanal 15 marlas) has been exchanged by M/s CC Developers with M/s Gobind Enterprises and in lieu of the said land, land measuring 2 kanal 15 marlas comprising khasra no. 38//4/2(2-0), 5/2/1 (0-15) has been transferred by M/s Gobind Enterprises to M/s CC Developers. (Re:Page 24 and 25 of the paperbook with respect to the averments in the FIR). It is submitted that as

stakeholder/partner in CC Developers nor in Gobind Enterprises and has thus, got no concern with the said exchange of land. With respect to mutation 2965, it is submitted that vide mutation no. 2967, the land measuring 6 kanals comprised in khasra no. 38//4/1 has been transferred back by M/s Rajan Enterprises to M/s CC Developers and for the said purpose reference has been made to Annexure P-7 and P-8 which are the relevant Jamabandis. It is thus, submitted that as far as the said land measuring 6 kanal is concerned, no loss has been caused to the father of the complainant, much less to the complainant. It is submitted that with respect to the land measuring 1 kanal 3 marlas, comprising khasra No.29//25/1/2, the exchange/transfer had taken place with the consent of the father of the complainant and the same has been transferred in the name of Dalbir Kaur wife of Surjit Singh and the said Surjit Singh had given a statement (Re: Page 20/30) that in case, the second party (Complainant) is dissatisfied with the same then the said Surjit Singh was willing to withdraw from the said transfer. It is submitted that the said land measuring 1 kanal 3 marlas is not in the name of the petitioner and at any rate, the petitioner only has 10% stake in M/s Rajan Enterprises. It is further submitted that at the time of the said exchange, which took place in the year 2017, the complainant was not a partner in any of the three firms, much less C.C. Developers, and it was only the father of the complainant who was a partner to the extent of 50% in C.C. Developers and the said Inderpreet Singh Chadha had died on 03.01.2018, but during his lifetime had never made any complaint with respect to the said transfer and it is only after his death that his son who was never privy to the transactions of the firm, has filed the present complaint. It is submitted that at any rate, the entire case is based on documentary evidence and since

the investigation is complete, thus, no useful purpose would be served by keeping the petitioner in further incarceration.

3. Learned State counsel as well as the counsel for the complainant has opposed the present petition for regular bail and have submitted that there is another Deed of Association of Persons dated 06.06.2017 on the basis of which an Association of Persons under the name and style of M/s Rajan Enterprises had been formulated and it is vide the said Deed of Association of Persons, that the petitioner-Harpreet Singh was for the first time made a part of M/s Rajan Enterprises on 06.06.2017. It is submitted that in spite of that, even prior to 06.06.2017, the petitioner had signed an Exchange deed dated 04.04.2017 showing himself to be acting on behalf of Rajan Enterprises. It is further submitted that the land measuring 1 kanal 3 marlas which belongs to C.C. Developers, of which the father of the complainant was a shareholder to the extent of 50%, has been illegally usurped by the accused persons and was transferred by C.C. Developers to Rajan Enterprises and has further been sold to Dalbir Kaur wife of Surjit Singh. It is submitted that the said land comprising 1 kanal 3 marlas has not been returned as yet. It is further submitted that the stamp papers with respect to the transfer deed have been found to be fake documents during the course of investigation. Learned Counsel for the state and complainant however, have not disputed the fact the land comprising khasra no. 38//4/1 (6 kanals) which was transferred by CC Developers to Rajan Enterprise has been transferred back by Rajan Eneterprise to CC Developers.

4. Learned counsel for the petitioner in rebuttal has submitted that a careful perusal of the signatures of the present petitioner in the exchange deed dated 04.04.2017 would show that the petitioner has not shown himself

to be a partner in Rajan Enterprises and it has only been mentioned that he

has signed on behalf of Rajan Enterprises and he had been duly authorised for the same. It is submitted that at any rate, it is not in dispute that out of the transfer of 7 kanal and 3 marlas in favour of Rajan Enterprises of which the Petitioner is a stakeholder to the extent of 10%, 6 kanal has already been transferred back to C.C. Developers by Rajan Enterprises and the remaining 1 kanal 3 marlas is in the ownership of Dalbir Kaur wife of Surjit Singh and Surjit Singh, during his lifetime, had even given a statement to the effect that he was ready to return the same. It is submitted that as far as the stamp papers are concerned, the same were purchased by Surjit Singh and there is no allegation that the same were purchased by the present petitioner. It is submitted that the sale deed in favour of Dalbir Kaur wife of Surjit Singh has not been challenged till date and the initial transfers were executed by all the parties with their mutual consent and even the consent of Inderpreet Singh Chadha, who is the father of the complainant, was obtained and it is only after the death of Inderpreet Singh Chadha, that the present complainant, who is the son of the said Inderpreet Singh Chadha, in order to gain the control of Hotel Hamble, has instituted the present FIR.

5. This Court has heard learned counsel for the parties and has perused the paper book.

6. In the present case, the petitioner is in custody since 14.05.2022 and investigation is complete and challan has been presented and out of 24 prosecution witnesses, none have been examined as yet and thus, the conclusion of trial is likely to take time. The petitioner is stated to be not involved in any other case and the present case is triable by Magistrate. The present case has civil trappings and the entire case is based on documentary evidence. A perusal of the FIR would show that the primary allegations with

C.C. Developers had been levelled against Surjit Singh. In the entire dispute, three firms are involved. The details of the partners and their holdings in the said firms are reproduced hereinbelow:-

Firm Name	Inderpreet Singh Chadha (father of the complainant)	Surjit Singh (deceased)	Anil Kumar	Tajinder Singh	Harpreet Singh (petitioner)
CC Developers	50%	40%	10%		
Rajan Enterprises		65%		25%	10%
Gobind Associates		75%		25%	

7. A perusal of the above chart would show that the present petitioner only has 10% stake in Rajan Enterprises and is not a partner either in C.C. Developers or Gobind Associates. Similarly, the father of the complainant, Inderpreet Singh Chadha was a partner in C.C. Developers and had 50% stake and was not a partner in Rajan Enterprises and Gobind Associates.

8. The primary grievance of the complainant , who is the son of Inderjeet Singh Chadha, is with respect to the transfer/exchange of land measuring 7 Kanal 3 Marlas vide mutation number 2965, comprised in 38//4/1 (6 kanal) and 29//25/1/2 (1 kanal 3 marlas) by M/s CC Developers in favour of M/s Rajan Enterprises in exchange of land measuring 6 kanal comprised in 39//9/1 (6 kanals) transferred by Rajan Enterprise to CC Developers and also with respect to mutation no. 2966 vide which khasra no. 29//25/1/1 (2 kanal 15 marlas) exchanged by M/s CC Developers with M/s Gobind Enterprises and in lieu of the said land, land measuring 2 kanal 15 marlas comprised in khasra no. 38//4/2(2-0), 5/2/1 (0-15) transferred by M/s Gobind Enterprises to M/s CC Developers. (Re:Page 24 and 25 of the paperbook with respect to the averments in the FIR). As far as mutation

no. 2966 is concerned, it is not in dispute that the petitioner is neither a

stakeholder/partner in CC Developers or in Gobind Associates and has thus, *prima facie* got no concern with the said exchange of land. With respect to mutation 2965, a perusal of the jamabandi (Annexure P-7 and P-8) would show that vide mutation no. 2967, the land measuring 6 kanals comprised in khasra no. 38//4/1 has been transferred back by M/s Rajan Enterprises to M/s CC Developers. The said fact has not been disputed by the Learned Counsel for the State and the Complainant. The transfer/exchange of the land and the return of the same has been explained in a table in paragraph 6 of the present petition, the relevant portion of the same is reproduced hereinbelow:

S.No.	Land	1 st Transaction	2 nd Transaction
1.	38//4/1 (6-0)	Transferred by CC Developers to Rajan Enterprises vide mutation No.2965 (Re-Pg 68)	Transferred back by Rajan Enterprises to CC Developers vide mutation No.2967 (Re-Pg 71)
2.	39//9/1 (6-0)	Transferred by Rajan Enterprises to CC Developers vide mutation No.2965 (Re-Pg 69)	Transferred back by CC Developers to Rajan Enterprises vide mutation No.2967 (Re-Pg 71)
3.	29//25/1/2 (1-3)	Transferred by CC Developers to Rajan Enterprises vide mutation No.2967 (Re-68)	Sold to Dalbir Kaur by Rajan Enterprises(Re-72)

9. A perusal of the chart with respect to the transactions of land, which has not been disputed, would show that the land measuring 38//4/1 (6 kanal) which was initially transferred by C.C. Developers to Rajan Enterprises has been transferred back by Rajan Enterprises to C.C. Developers and thus, the said land measuring 6 kanals vests with C.C. Developers and thus, there is no grievance left on account of the initial transfers/exchange which had taken place with respect to the said land. *Prima facie*, the issue which survives with respect to Rajan Enterprises in which the Petitioner has 10% stake, is with respect to land comprised in

Rajan Enterprises, which is stated to have been further sold to Dalbir Kaur wife of Surjit Singh (Co-accused). With respect to the same, there are contrary arguments raised by both sides. It is the case of the petitioner that the said transfer was done with the consent of Inderpreet Singh Chadha who was the father of the complainant and the said transfer had taken place in the year 2017 and Inderpreet Singh Chadha had died on 03.01.2018 and till the time he was alive, no complaint was made with respect to the said transfer. It is also the case of petitioner that the complainant was not a partner in CC Developers when the transfer/exchange had taken place in 2017 and was thus, not privy to any of the transactions and thus, the allegations levelled by him in the FIR are baseless. It is further the case of the petitioner that as per the complaint given by the complainant, the allegations with respect to the transfer being illegal were primarily levelled against Surjit Singh, who himself, was a partner to the extent of 40% in C.C. Developers and since the said property stands in the name of Dalbir Kaur wife of Surjit Singh, the said Surjit Singh had even offered to withdraw from the transfer of the said land in case the present complainant, who is the son of Inderpreet Singh Chadha, had an objection to the same and the said fact has been recorded in the FIR at page 20 of the paperbook. It is also the case of the petitioner that the said land measuring 1 kanal 3 marla is not in the name of the present petitioner and that as per the Deed of Association of Persons dated 15.12.2005, there is an arbitration clause providing that in case of any dispute between Inderpreet Singh Chadha, Surjit Singh and Anil Kumar, the said clause should be invoked and the same has never been invoked and the complainant has till date not even challenged the said transfer which had taken place in the year 2017 before any Civil Court. On the other hand, it is the case of the complainant that the said transfer was made by C.C. Developers to Rajan

Enterprises without having any authorization of Inderpreet Singh Chadha, who was the father of the complainant and further, the present petitioner had shown himself to be representing M/s Rajan Enterprises at the time of the exchange deed dated 04.04.2017, whereas, he had been associated with Rajan Enterprises for the first time on 06.06.2017. The arguments raised by the respective parties would be finally considered during the course of trial and this Court does not wish to give any final opinion in the said regard as the same could cause prejudice to the case of either of the parties. It is not in dispute that the entire case is based on documentary evidence and the investigation is complete and the challan has been presented thus, no purpose would be served by keeping the petitioner in further incarceration.

10. Keeping in view the abovesaid facts and circumstances, the present petition is allowed and the petitioner is ordered to be released on regular bail on his furnishing bail/surety bonds to the satisfaction of the trial Court/Duty Magistrate, subject to him not being required in any other case.

11. However, it is made clear that in case, any act is done by the petitioner to threaten the complainant or any of the witnesses, then it would be open to the State to move an application for cancellation of bail granted to the petitioner.

12. Nothing stated above shall be construed as an expression of opinion on the merits of the case and the trial would proceed independently of the observations made in the present case which are only for the purpose of adjudicating the present bail application.

(VIKAS BAHL)
JUDGE

November 24, 2022
naresh.k

Whether speaking/reasoned:-	Yes
Whether reportable:-	Yes