

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

CRM-M-11933-2023

Date of Decision: 11.04.2023

GURJANT SINGH AND ANOTHER ...Petitioners

Versus

STATE OF PUNJAB AND ANOTHER ...Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present : Mr. Simranjeet Singh Sarwara, Advocate
for the petitioners.

Mr. H.S. Sidhu, A.A.G., Punjab.

Mr. N.S. Lucky, Advocate
for respondent No.2-complainant.

HARSH BUNGER, J.

Petitioner has filed this petition under Section 438 of the Code of Criminal Procedure, seeking anticipatory bail in case FIR No.14 dated 11.02.2023, registered under Sections 420 and 120-B of the Indian Penal Code, 1860, at Police Station Ghanaur, District Patiala (Annexure P-1).

2. Upon issuance of notice in this case, status report by way of an affidavit of Sh. Raghbir Singh, PPS, Deputy Superintendent of Police, Sub Division Ghanaur, District Patiala, on behalf of respondent No.1-State of Punjab, has been filed, which is already on record.

3. Briefly, FIR No.14 dated 11.02.2023 (Annexure P-1) was registered on the complaint of one Roshan Lal Jindal son of late Sh. Barkha Ram Jindal, seeking legal action against the accused persons namely, Gurmeet Singh, Gurjant Singh sons of Hardial Singh, who had connived with Smt. Harjeet Kaur wife of Gurmeet Singh and Nachattar Kaur wife of Late Sh. Hardial Singh, their nephew (*Bhanja*),

Manik son of Rajeev Kumar and Harjeet (Mobile No. 09988107257) by showing a forged *Aks Latha* and wrong land (someone else's land), committing fraud and cheating of Rs.1,60,00,000/-.

4. As per the complaint, the complainant owns a college campus under the name of SRM Global at village Burewala, Tehsil Naraingarh, District Ambala. On dated 03.12.2022, Manik, came to the college of the complainant alongwith some person, who was introduced as Harjit Singh and said that his relatives want to make some investment and asked the complainant to quote rate for his college in village Dandrawal, District Panchkula, whereupon complainant said that firstly he wants to open a branch of his college in Punjab towards Patiala side and he wants to take land on the main road and upon entering into said deal thereafter the complainant would sell his land. That day, both of them went away and after two days, Harjit and Manik again came to complainant and said that the relatives of Harjit have 10 *killa* land on main road at village Ghanaur, District Patiala, which falls in Red Zone, which can be seen and there a college can be opened or any industry can also be established. On their asking, the complainant is stated to have taken his daughter-in-law Ritu Jindal (who is chairperson of colleges); alongwith Harjit and Manik to the land where they met Gurjant Singh and one young man (stated to be bhanja of Gurjant). Those persons are stated to have showed some land to the complainant on the main road by saying that the said land had a 2 *killa* front on the road alongwith a *rasta* of 5 *Gatha*. Thereafter, all six persons i.e. complainant, Ritu Jindal, Manik, Harjit Singh, Gurjant Singh and their bhanja went to the house of Gurjant Singh where they met Gurmeet Singh (brother of Gurjant Singh), Harjeet Kaur (wife) and his mother Nachattar Kaur; who confirmed that the land was good and it fell in Red

Zone and located on main road. Gurmeet Singh, Gurjant Singh and their *bhanja* quoted the rate of land as Rs. 85,00,000/- per killa, however the deal is stated to have been struck at Rs. 81,00,000/- per killa. Thereafter, all of them are stated to have visited Sub Tehsil, Ghanour, where some revenue officials were called at Tea stall, who showed them Latha and also confirmed that the said land was ownership of Gurmeet Singh and Gurjant Singh and there was no case pending. It was settled that the sale agreement would be entered into after one week but on the next day Manik and Harjit Singh again visited the complainant and apprised him that they were getting more price and as such 07.12.2022 was fixed the date for entering into agreement. Stamp papers are stated to have been purchased in the names of Gurjant Singh and Gurmit Singh and their Aadhar Cards were checked and after paying two drafts of Rs.20 lacs and Rs.80 lacs in cash, an agreement to sell is stated to have been executed and receipt was also written on the reverse (rear) side of said document, which was written by *bhanja* of Gurjant Singh in his own hand and he kept the agreement papers with him by saying that he will hand them over to complainant upon payment of balance amount of Rs. 60 Lakhs, whereupon complainant realized that he has been cheated as despite payment of Rs. 1 crore, he had not been handed over the documents. On the next day i.e. 08.12.2022, the complainant called Manik and Harjit to pay another sum of Rs.60 lacs and reached house of Gurjant Singh where complainant was informed that Gurmeet Singh was away to attend cremation and Gurjant Singh and his *bhanja* received money from complainant and gave it to wife of Gurmit Singh and mother of Gurmeet Singh, who issued a receipt written by Gurjant's *bhanja* in his own handwriting and was also signed by Gurjant Singh and gave agreement to complainant. As per complaint,

Manak and Harjit Singh assured him that they will bring Gurmeet Singh in his college on 09.12.2022, but on 09.12.2022 Manak and Harjit Singh came to complainant's college and said that Gurmit Singh is saying that they should visit his house to get his signatures. Thereafter, Manik and Harjit asked for papers and assured that they would get the signatures of Gurmit Singh within 2 hours and return the documents. It is stated that on 09.12.2022, after taking the documents, Manik and Harjit went to the house of Gurmit Singh, however after one hour complainant received a call from Manik that a relative of Harjit Singh had met with an accident and he had to leave for Ludhiana and that they will return the paper after getting them signed. Thereafter Harjit Singh is stated to have put off his mobile number 9988107257 and in this way, he was cheated.

5. On the basis of said complaint, an inquiry was conducted and on the basis of report of District Attorney (Legal), FIR was registered against the petitioners and others.

6. Apprehending their arrest in this case, the present petitioners applied for anticipatory bail before the Court of Sessions Judge, Patiala; however, the same was rejected vide order dated 01.03.2023 (Annexure P-9). Accordingly, the petitioners have filed the instant petition before this Court seeking anticipatory bail.

7. Learned counsel for the petitioners submits that the petitioners are innocent and have falsely been implicated in the present case. He further submits that a purely civil dispute has been given cloak of criminal dispute. It is submitted that the petitioners entered into an agreement to sell on 07.12.2022 with the complainant for the land measuring 41 *bighas* 16 *biswas* @ 81 lacs per killa situated at Revenue Estate of Village Gobindgarh Dakhli, Kami Kalan, Sub Tehsil Ghanaur, Tehsil Rajpura,

District Patiala, but the complainant had failed to perform his part of agreement. Learned counsel submits that the complainant was short of funds as the college situated at Village Dandrawal could not be sold; therefore, he could not get the sale deed registered on 10.01.2023 and the present FIR has been registered against the petitioners only to force them to refund the earnest money. It is submitted that the petitioners are ready and willing to join the investigation and also to comply with any condition to be imposed by this court or trial court, accordingly prayer for the grant of anticipatory bail to the petitioners has been made..

8. Per contra, learned State counsel while opposing the bail petition, referred to the following extract of the status report / affidavit:-

“5. That when the inquiry of the application was conducted, complainant/respondent No.2 stated that the original agreement and revenue record were in possession of the petitioner and he could not produce the same, while during inquiry, the present petitioners produced copy of agreement to sell and jamabandi etc. with the investigating agency.

6. That the petitioners were intimated through notices to join the investigation, but they failed to do so. Even, various raids were conducted to apprehend the petitioners, but the petitioners intentionally evaded their arrest. However, on the other hand, accused Manik was arrested by the police on 21.02.2023 as per rules. During further investigation the accused Manik revealed actual name of said person Harjit as Sandeep @ Chintu son of Janak Ram, resident of Panchkula, upon which above said Sandeep was nominated as an accused. Even, accused Manik got recovered an amount of Rs.73,000/- out of Rs.3 lakh received by him from accused Sandeep.”

9. Learned State counsel submitted that the petitioners duped respondent No.2 for hefty amount of Rs.1,60,00,000/- by showing him the land situated at Village Ghanaur, on the main road and they also produced a false latha to the complainant, whereas, the land of the petitioners was situated on back portion and they falsely shown the land of some other person under *mala fide* and dishonest intention to cheat the complainant. It is also submitted that Manik and Sandeep have formed a gang and are habitual of cheating the prospective buyers in similar fashion and two more FIRs. i.e. FIR No. 40 dated 16.01.2022 under section 406, 420 & 120-B IPC, Police Station Sohana, District SAS Nagar (Mohali) and FIR No. 362 dated 06.09.2021 under section 406, 420, 467, 468, 471 IPC, Police Station Narayangarh; stand registered against Manik. He has further submitted that custodial interrogation of the petitioners is required to ascertain the role of other persons involved in the transaction and also the nexus of petitioners with the co-accused Manik and to recover huge amount grabbed by petitioners. Accordingly, dismissal of this petition is prayed for.

10. Learned counsel for respondent No.2-complainant submits that despite paying the amount of Rs.1,60,00,000/- by the complainant, the original sale agreement was not handed over to him and copy of the sale agreement dated 07.12.2022 surfaced only during the inquiry. Learned counsel further submits that the land which was being proposed for sale, belonged to Lambardar Malkeet Singh, who was Ex-Sarpanch of the Village and not the present petitioners (Gurmeet Singh and Gurjant Singh). It is submitted that the petitioners are not entitled to concession of anticipatory bail as they have cheated / defrauded the complainant.

11. I have heard learned counsel for the parties and have perused the paper book with their able assistance.

12. In the instant case, serious allegations have been levelled against the petitioners that they duped respondent No.2-complainant for hefty amount of Rs.1,60,00,000/- for the land, which does not belong to them, rather it belonged to Lambardar Malkeet Singh, who was Ex-Sarpanch of the Village. The petitioners to cover-up the said fact, are stated to have called some revenue officials in the Tea stall to falsely assure location of the proposed land by showing a false *Aks Latha*.

13. During the course of hearing, learned counsel for the petitioners was asked to get necessary instructions from the petitioners as to whether they would be ready and willing to make the payment to the complainant; however, it was submitted that the amount paid by the complainant has already been utilized by the petitioners and they have also entered into another agreement of sale with some third party. In para 13 of the bail petition, the following stand has been taken:-

“...it is pertinent to mention that after entering into sale agreement, the petitioners have already invested the money by paying off loan and entering into further agreement of sale...”

However, a perusal of bail petition would further reveal that in para 11 thereof, the following averment has been made by petitioners:

“...that it is pertinent to mention here that the present petitioner even today also is willing to execute the agreement to sell after receiving the balance amount of the total sale consideration...”

14. Apparently, the above quoted two stands are totally contrary and mutually destructive. It *prima facie* appears that the conduct of petitioners is not above board.

15. I have perused the FIR and the documents placed on record by the parties. The FIR clearly attributes specific overt acts to all the

petitioners. False representations were made by the petitioners and huge amount was received by petitioners from the complainant by showing some other property and forged revenue records / *Aks Latha* and on the pretext of sale of land / property which did not belong to them. Further, even the amount received from complainant has not been returned. Apparently, right from inception there is dishonest intention on the part of the petitioner.

16. Concededly, this is a case involving money transaction and movement of money from one hand to another, which would require systematic and analyzed investigation. Serious allegations of cheating have been made against the petitioner and in my considered view, custodial interrogation in this case is found to be necessary for complete and effective investigation. In case, custodial interrogation of the petitioners is denied to the investigating agency, that would leave many loose ends and gaps in the investigation; which is not called for.

17. In *State represented by the C.B.I. Versus Anil Sharma, 1997(4) R.C.R.(Criminal) 268*, Hon'ble the Apex Court had observed that custodial interrogation is qualitatively more elicitation orientated than questioning a suspect who is on anticipatory bail, in a case like this interrogation of suspected person is of tremendous advantage in getting useful information.

18. Further, pre arrest bail is a discretionary relief and is to be granted in exceptional cases and not in routine. It is meant to save the innocent persons from harassment and inconvenience and not to screen the culprits from custodial interrogation.

19. Keeping in view the above said facts and circumstances, the petitioners in the present case are not entitled for grant of anticipatory bail as no exceptional circumstance has been brought forth in that regard.

Accordingly, the present petition under Section 438 Cr.P.C. seeking grant of anticipatory bail to the petitioners in case FIR No.14 dated 11.02.2023 registered under Sections 420 and 120-B of the Indian Penal Code, 1860, at Police Station Ghanaur, District Patiala, is dismissed.

20. 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 petition.

21. Pending application/s, if any, shall also stand disposed of.

April 11, 2023
gurpreet

(HARSH BUNGER)
JUDGE

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