

(205) IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-14369-2022
Date of decision : 16.01.2023

RAJAT SAHNI

... Petitioner

Versus

STATE OF HARYANA

...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Bipan Ghai, Sr. Advocate assisted by
Mr. Nikhil Ghai, Advocate,
Mr. Paras Talwar, Advocate,
Mr. Prabhdeep Singh Bindra, Advocate &
Mr. Arshdeep Bhullar, Advocate
for the petitioner.

Mr. Kanwar Sanjiv Kumar, Asstt. A.G., Haryana.

Mr. Anmol Rattan Singh Sidhu, Sr. Advocate assisted by
Mr. Pratham Sethi, Advocate
for the complainant.

JASJIT SINGH BEDI, J. (ORAL)

The petitioner seeks grant of anticipatory bail under Section 438 Cr.P.C in case bearing FIR No.111 dated 07.08.2022 registered under Sections 420, 467, 468, 471, 120-B IPC at Police Station DLF Phase-II, District Gurugram.

2. The brief facts of the case are that a complaint was submitted by Jatin Bhagat (complainant) against Anil Vig and Rajat Sahni (petitioner), wherein, he has stated that Anil Vig was the absolute owner of a residential plot bearing No.10, Block No.Q-1, DLF Phase-II, Gurugram, and for the sale of this plot, he had executed agreements to sell in favour of the complainant and the entire deal was done through Rajat Sahni (petitioner). The total sale consideration was

Rs.6,47,96,700/-. In this deal, Rajat Sahni had obtained a cash amount of Rs.1.27 crores on different occasions out of which Rs.14,61,500/- was the brokerage and the remaining amount was the cash portion of the sale consideration of the plot in question. Rajat Sahni had also issued receipts regarding this cash amount. Anil Vig had terminated the agreement to sell and had unlawfully forfeited a sum of Rs.1,55,00,000/- received as Bank transfer and usurped the amount taken in cash. It was stated that despite having received a sum of Rs.2,67,58,000/-, Anil Vig was unavailable and Rajat Sahni was denying having received any payment in cash despite having issued receipts for the same. A prayer was made to take legal action. On the basis of the above allegations, the FIR came to be registered.

During the course of investigation, the complainant-Jatin Bhagat was joined in investigation on 04.10.2021 and 11.03.2022. He produced a written letter and a copy of an MoU and stated that he had compromised the matter with co-accused Anil Vig. He stated that the petitioner-Rajat Sahni, who was the broker affixed fake signatures of Anil Vig upon an agreement to sell dated 10.04.2021 and obtained Rs.87.29 lakhs cash and another amount of Rs.25 lakhs in cash from him (complainant). The said amount of money had not been given to Anil Vig nor was it returned to him (complainant) and thus, he sought legal action against the petitioner-Rajat Sahni.

Based on a compromise, the present FIR came to be quashed by this Court qua co-accused Anil Vig vide order dated 22.12.2021 passed in CRM-M-36776-2021.

Notices under Section 41-A Cr.P.C. were issued to the petitioner on 22.02.2022 and 28.02.2022 for joining investigation in the present case but he did not come to join investigation.

However, he filed the present petition for the grant of anticipatory bail and on 05.04.2022 was granted the concession of interim anticipatory bail by this Court. Thereafter, on 15.04.2022, Anil Vig joined investigation and his statement was recorded, wherein, he stated that he did not sign any agreement and did not ask the petitioner to take any money.

On 13.04.2022, the Notary namely Parveen Kumar Angrish was joined in investigation and on 18.04.2022, the specimen signatures and handwriting of Anil Vig were obtained.

On 19.04.2022, the petitioner joined investigation in terms of the interim bail granted to him vide order dated 05.04.2022. He is not stated to have cooperated in the investigation. Thereafter, on 21.04.2022, documents and pen drives containing CCTV footage were taken into possession. As per the CCTV footage, the petitioner was seen putting cash in two bags. He is also heard stating about getting the agreement dated 10.04.2021 signed by Anil Vig and returning the same in the evening. There is also talk about tearing the receipts of Rs.87.29 lakhs and Rs.25 lakhs.

On 22.04.2022, the specimen signatures of the petitioner-Rajat Sahni were obtained before the Court. He was asked to join investigation again. However, he is not stated to have cooperated with the Investigating Officer.

The State firstly filed a reply dated 01.05.2022 and filed a second reply dated 10.08.2022. A third reply was submitted on 02.09.2022. The FSL report dated 12.08.2022 (Annexure R-1) is attached to the said reply. A perusal of the FSL report would show that whereas Anil Vig has not signed the document dated 10.04.2021 there is no evidence to suggest that the petitioner had signed the said document as Anil Vig.

3. The learned counsel for the petitioner contends that once the dispute stands settled between Anil Vig and the complainant no case for custodial interrogation of the petitioner is made out. He contends that as per the MoU executed between Anil Vig and the complainant-Jatin Bhagat (Annexure P-8), the total sale consideration was Rs.6,47,96,700/- . A sum of Rs.3,95,00,000/- was to be paid by the purchaser/complainant, Jatin Bhagat to Anil Vig. There is absolutely no reference to the cash amount allegedly received by the petitioner to be paid to Anil Vig. He contends that taking the allegations in the FIR to be correct of Anil Vig having received a sum of Rs.2,67,58,000/- including cash (alleged to be received by the petitioner), even then, since under the MoU Anil Vig was to pay only a further amount of Rs.3,95,00,000/-, no loss has been suffered by the complainant as he has not paid any additional amount to Anil Vig in lieu of the cash allegedly received by the petitioner. He further contends that there was absolutely no necessity for the petitioner to fabricate the agreement dated 10.04.2021 as in the said agreement, the total sale consideration is Rs.5,50,00,000/- lakhs as against the figure in the MoU which is Rs.6,47,96,700/-. Thus, the petitioner would gain

nothing by forging the signatures of Anil Vig on the agreement dated 10.04.2021 as alleged. Even otherwise, since the entire dispute pertains to cash transaction, the custodial interrogation of the petitioner is not required once he has provided his signatures and joined investigation a number of times.

4. On the other hand, the learned State counsel while referring to the various replies filed by the State by way of affidavits contends that the petitioner has joined investigation but has not cooperated in the same. He, however, admits that the petitioner has furnished his signatures and as such, except for the recovery of the purported amount, the custodial interrogation of the petitioner is not necessary.

5. The learned counsel for the complainant contends that the entire cash amount has been defalcated by the petitioner who was supposed to have paid the same to Anil Vig. He thus, contends that the seriousness of the allegations did not entitle the petitioner to the grant of bail.

6. I have heard the learned counsel for the parties at length.

7. Admittedly, the petitioner has joined investigation a number of times and has furnished his handwriting samples to the Investigating Agency. The allegations as levelled in the FIR shall be substantiated, if at all, during the course of Trial, where the various documents referred to in the petition and the reply shall be examined.

8. At this stage, the petitioner having joined investigation and having furnished his handwriting samples, no case for custodial interrogation is made out.

9. In view of the aforesaid factual position, the interim order dated 05.04.2022 is made absolute. However, the petitioner shall keep on joining the investigation as and when required to do so and he shall abide by the conditions as envisaged under Section 438(2) Cr.P.C.

10. Petition stands disposed of.

(JASJIT SINGH BEDI)
JUDGE

16.01.2023

JITESH

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No