

215 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-28589-2021
Date of decision : 07.11.2023

Gurpal Singh

....Petitioner

Versus

State of Punjab

....Respondent

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Ashok K. Khunger, Advocate for the petitioner.

Mr. Tarun Aggarwal, Sr. DAG, Punjab.

Mr. Kuldip Singh, Advocate for the complainant.

PANKAJ JAIN, J. (ORAL)

While referring the matter to the Mediation Centre on 23rd of
August, 2021 following order was passed :

“Case taken up through video conferencing.

The petitioner is seeking anticipatory bail in FIR No.
0051 dated 25.03.2021, under Sections 420 and 120-B of the
Indian Penal Code, 1860, registered at Police Station City
Fazilka, District Fazilka.

Learned counsel for the petitioner contends that it is
alleged that the petitioner had entered into an agreement to sell
with the complainant and later he had allegedly transferred the
land in the name of his wife. He, however, contends that even as
per the contents of the FIR, only an amount of ₹8,00,000/- was
paid to the petitioner which he is ready to return to the
complainant. He also contends that a sum of ₹10,00,000/- was
paid by the complainant to the property dealers, as mentioned in
the FIR. The petitioner is not involved in any other criminal

case. He also contends that the petitioner is willing to settle the matter through mediation.

Mr. Parvesh Sachdeva, Advocate has put in appearance on behalf of respondent No.2 and states that respondent No.2 is also willing to settle the matter through mediation.

The parties shall appear before the District Mediation and Conciliation Centre, Fazilka on 01.09.2021.

List on 24.09.2021.

Interim order to continue.”

2. As per the report received from the Mediation & Conciliation Centre, the mediation has failed.

3. Mr. Khunger representing the petitioner submits that offer of the petitioner as noticed in the order dated 23rd of July, 2021 and 23rd of August, 2021 was in the background of the fact that if the FIR can be quashed the petitioner was ready to pay back the amount of Rs.8.00 lacs received by him.

4. Present petition has been filed under Section 438 Cr.P.C. seeking pre-arrest bail in FIR No.0051, dated 25th of March, 2021 registered for the offences punishable under Sections 420, 120-B of the Indian Penal Code, 1860, at Police Station City Fazilka, District Fazilka.

5. As per the allegations levelled in the FIR it has been stated as under :

“xxx It is submitted that I am Satnam Singh son of Gurdit Singh, resident of Jaurki Andhe Wali. On 19.10.2020, I had entered into an agreement of sale regarding land measuring 24 kanals situated in the area of Ghattian Wali Jattan at the rate of Rs. 12 lakhs 55 thousand per acre with the accused Gural Singh. This deal had

been got settled by Manjit Singh, Sarabjeet Singh and Angrej Singh (brokers) and they received a sum of Rs. 10 lakhs as token money from me. The date for the execution of the sale deed was fixed as 25.05.2021. On 17.11.2020 Gurpal Singh again received a sum of Rs. 8 lakhs from me. In this way he has received a total sum of Rs.18 lakhs from me being token money. (2) That on 02.11.2020, out of the land of agreement executed with me, Gurpal Singh got transferred land measuring 11 kanals 7 marlas in the name of his wife Kirandeep Kaur and on 23.11.2020 got transferred land measuring 11 kanals 19 marlas in the name of Sammo Bai wife of Krishan Lal, resident of Chak Kheo Wala Bodla, when I came to know about this fact then I had got stayed the mutation by submitting an application before Ld. Naib Tehsildar. (3) That when I enquired from Gurpal Singh, then he said to me that we all have since been connived with each other, and have committed cheating with you as well as with others by entering into agreement. (4) That in this regard, I had submitted an application before the worthy S.S.P. Fazilka, the enquiry of which is being conducted by you. During this, yesterday on 21.12.2020, a telephone mobile No. 88476-81331 was received to me, on which some unknown person was speaking, who said to me that I brother in law of Gurpal Singh speaking. Your amount of only Rs. 6 lakhs have been received to us, you have been beating about the bush evasively and also uttered too much derogatory words regarding my caste that Kutte Raa kol 18 lakhs rupay kitho aaye (from where a sum of Rs. 18 lakhs came before a dog rai sikh) and also extended threats to me. I have come to know from the reliable sources that Gurpal Singh has also since given divorce to his wife Kirandeep Kaur in documents and even thereafter both of them are living together as husband wife. Hence, through application you are hereby requested with folded hands that all the above mentioned accused persons by entering into an agreement of land under an already hatched conspiracy have committed cheating with me and have also uttered badly towards my caste. By taking appropriate stern legal action

against them, justice may kindly be got provided to me. Your act will be highly grateful. Dated 22.12.2020. Applicant Sd/-Satnam Singh son of Kashmir Singh son of Gurdit Singh, resident of Jaurhki Andhe Wali, Tehsil and District Fazilka. Mobile: 9855534449. Sd/- ASI Gurnam Singh No. 427/Fazilka. After enquiry may report. Sd/-Amrinder Singh SI, Incharge, E. O. Wing, Fazilka. Dated 04.01.2021. To, The worthy D.I.G. Ferozepur. Subject: Case may kindly be registered for committing cheating against Gurpal Singh son of Balwinder Singh, (2) Balwinder Singh son of Hari Singh; (3) Kirandeep Kaur wife of Gurpal Singh; (4) Sukhwinder Singh son of Gurpal Singh, Manjit Singh son of Jalour Singh (Broker); Saranjeet Singh son of Baldev Singh (Broker); residents of Ghattian Wali Jattan; (7) Angrej Singh son of Darbara Singh (Broker); (8) Giano wife of Angrej Singh, residents of Jaurhki Andhe Wali; (9) Father in law and brother in law of Gurpal Singh, residents of Not known; (10) Sammo Bai wife of Krishan Lal, resident of Chak Kheo Wali, Tehsil and District Fazilka. Senior Superintendent of Police No. 133-CPF-SPL, dated 23.02.2021. Sir, It is submitted that I am Satnam Singh son of Kashmir Singh, resident of Village Jaurhki Andhwali, Tehsil and District Fazilka and do hereby submit as under:- (1) That on 19.10.2020, Gurpal Singh son of Balwinder Singh had entered into a deal of sale at the rate of Rs. 12,55,000/- (Rs. Twelve Lakhs Fifty Five Thousand) per act regarding the land measuring 24 kanals situated in the area of Village Mahuana, Tehsil Fazilka as per jamabandi for the year 2014-15 had executed an agreement to sell in my favour regarding land of ownership possession after receiving a sum of Rs. 10,00,000/- (Rs. Ten Lakhs), the stipulated period of which was fixed as 25.05.2021 and the same had been got attested from the Notary Public Advocate Hari Dev Bhusri. (2) That on 17.11.2020, the receipt had been written again and two cheques of Rs. 6,00,000/- (Rs. Six Lakhs) have been given, which bears cheque No. 419991 and 419993, vide which amount was paid and Rs. 2,00,000/- had been given in

cash and have since paid total amount of Rs.18,00,000/- (Rs. Eighteen Lakhs) and the receipt was also got attested from Notary Public Advocate Hari Devi Bhusri. (3) That malafide occurred in the intention of the above mentioned person and had sold the land to someone else. When I enquired from Gurpal Singh regarding doing so, then he said to me that we all after having been connived with each other had to commit cheating with you, which has been committed, whatsoever you can do, you may do. We are having friendship with the higher officers, you will not be able to cause any harm to us, if you committed excessive, then we shall get eliminated you and your family. If you took any action against us, then we after preparing one or the other conspiracy would implicate you by getting registered false cases. A big gang of the above mentioned person has since been constituted. We are having a big danger from them. If loss of any life or liberty of any of my member takes place, then the above mentioned Gurpal Singh son of Balwinder Singh, Balwinder Singh son of Hari Singh, Kirandeep Kaur wife of Gurpal Singh, Sukhwinder Singh son of Gurpal Singh, Manjit Singh son of Jalour Singh and property dealer Sarabjeet Singh son of Baldev Singh residents of Village Ghattian Wali Jattan, Angrej Singh son of Darbara Singh (property dealer), resident of Village Jaurhki Andhe Wala, Giano Bai wife of Angrej Singh, Sammo Bai wife of Krishan Lal, resident of Village Chak Kheo Wala, Tehsil and District Fazilka will be responsible for the same. Hence, through application it is requested that by registering a case of cheating, justice may kindly be got provided to me and my family. Applicant Sd/- Satnam Singh son of Kashmir Singh, resident of Village Jaurhki Andhewali, Tehsil and District Fazilka. Mobile No. 98555-34449. J/C EO Wing FZK. After conducting enquiry report may be sent within 7 days. Sd/- Harjeet Singh, Senior Superintendent of Police, Fazilka, dated 18.01.2021. Note: Along with this application, photo copy of jamabandi and photo copy of agreement to sell and photo copy of receipt is enclosed herewith. No.02.05.57-PC-EOW-

FZK dated 09.03.2021. Subject: Enquiry report regarding application bearing No. 14-Special-P.C. dated 01.01.2021, 133-P.C.F-Special, dated 23.02.2021, 109-P.C.D.C. dated 04.02.2021 by Satnam Singh son of Kashmir Singh, resident of Village Jaurhki Andhewali, Tehsil and District Fazilka. Sir, It is submitted that the enquiry of the above numbered applications has been got conducted from ASI Gurnam Singh, E. O. Wing, Fazilka and the above mentioned applicant Satnam Singh has levelled allegation in his application as well as statement that he had sold his land of Village Gulam Rasool Wali/his house at Village Dhari Kharas and thereafter, he had taken away his residence at Village Jaurhki Andhewali and regarding purchasing the land, he had talked with Angrej Singh son of Darbara Singh, resident of Village Jaurhki Andhewali, then who said to him that I get settled the deal of the land at Village Mahuana, which the applicant and above mentioned Angrej Singh for seeing the land went to Village Ghattian Wali, where Sarabjeet Singh son of Baldev Singh, Manjit Singh son of Jalour Singh, residents of Village Ghattian Wali Jattan met them, who said that Gurpal Singh son of Balwinder Singh of our village has to sell his land situated in the area of Village Mahuana and they saw the land and upon the land being liked to them, after confirmation of the talk, their deal had been confirmed, after which on 19.10.2020, an agreement to sell by Gurpal Singh son of Balwinder Singh son of Hari Singh, resident of Village Ghattian Wali Jattan and being responsible his father Balwinder Singh son of Hari Singh, a writing regarding his land measuring 24 kanals detailed as under i.e. land measuring 19 kanals 3 marlas i.e. 436/873 share of total land measuring 38 kanals 7 marlas comprised of Khewat No. 757, Khatauni No. 1238, and land measuring 17 marlas i.e. 97/479 share of total land measuring 23 kanals 19 marlas comprised of Khewat No. 756, Khatauni No. 1237 situated in the area of Village Mahuana, Tehsil Fazilka as per jamabandi for the year 2014-2015 (area under possession comprised of Rectangle No.31, killa No. 24 (3-10), Rectangle No. 33, killa No. 4 (7-18),

7 (8-0), 14 (4-12) situated in the area of Village Mahuana) at the rate of Rs.12,55,000/- Rs. Twelve Lakhs Fifty Five Thousand) per acre in the name of the above mentioned applicant Satnam Singh at Tehsil Court, Fazilka and the date for the execution of the sale deed had been stipulated as 25.05.2021 and this deal had taken place in the presence of the witnesses, out of which, the above mentioned Gurpal Singh had received a sum of Rs. 10,00,000/- being earnest money from the applicant in the presence of the witnesses and thereafter on 17.11.2020, a writing had been executed by. the above mentioned Gurpal Singh in favour of the above mentioned applicant Satnam Singh regarding another sum of Rs. 8,00,000/- on this agreement itself. Cheques bearing No.419991 and 419993, dated 17.11.2020 for a sum of Rs. 6,00,000/- and Rs. 2,00,000/- in cash were given in the presence of the witnesses and the conditions of the agreement were like that of earlier and the delay of above mentioned measuring 24 kanals situated in the area of Village Mahuana, which the above mentioned Gurpal Singh had entered into with the aforesaid applicant Satnam Singh and out of this land, has transferred land measuring 12 kanals 2 marlas 1 sarsai in the name of his wife Kirandeep Kaur vide transfer of ownership deed dated 02.11.2020 in accordance with Wasika No. 2020-21/55/1/774, before Sub Registrar, Arniwala Sheikh Subhan and has executed the transfer of ownership deed regarding the remaining land in favour of Krishan Lal son of Saudagar Ram, resident of Village Chak Kheo Wali in accordance with Wasika No. 2020-21/55-1/621, dated 18.09.2020 through Sub Registrar, Arniwala Sheikh Subhan and has executed in favour of his wife Sammo Bai in accordance with Wasika No. 2020-21/55/1/884, dated 23.11.2020 on behalf of Balwinder Singh son of Hari Singh through Sub Registrar, Arniwala Sheikh Subhan and Kirandeep Kaur wife of Gurpal Singh has since given divorce to her husband Gurpal Singh in documents, but even till today Kirandeep Kaur has been residing at the house of Gurpal Singh at Village Ghattian Wali Jattan and in accordance with the

agreement, the stipulated date for the execution of the sale deed is 25.05.2021, but the above mentioned Gurpal Singh and Balwinder Singh have executed the sale deed of the land of agreement even before the stipulated date of 25.05.2021 have further transferred the ownership in favour of Kirandeep Kaur and have sold the same in favour of above mentioned Sammo Bai, Krishan Lal and in accordance with the agreement of the above mentioned land with the applicant, has neither executed the sale deed of the above mentioned land in his favour nor has returned his amount of Rs.18,00,000/- to him and has committed cheating with him. Applicant Satnam Singh has claimed action against the respondents Gurpal Singh and others. During the course of enquiry, by joining the above mentioned applicant Satnam Singh son of Kashmir Singh, Gurpal Singh son of Balwinder Singh, Kirandeep Kaur wife of Gurpal Singh, Sarabjeet Singh son of Baldev Singh, Manjit Singh son of Jalour Singh, residents of Village Ghattian Wali Jattan, Tarsem Singh son of Balwinder Singh, resident of Goniana, District Sri Muktsar Sahib, Krishan Lal son of Saudagar Ram, Sammo Bai wife of Krishan Lal, residents of Chak Kheo Wala, Angrej Singh son of Darbara Singh, Binder Kaur wife of Angrej Singh, residents of Village Jaurhki Andhewali, witness Dalip Singh Nambardar son of Kala Singh, resident of Village Jhoke Depulana, Kashmir Singh son of Joginder Singh, resident of Ahal Bodla, Hari Dev Bhusri Advocate and Notary Public, Tehsil Complex, Fazilka, Chanan Ram son of Bihari Ram, Stamp Vendor, Fazilka, Preet Bhupnder Singh Advocate and Notary Public, Tehsil Complex, Fazilka, Roshan Lal son of Des Raj, resident of Village Chak Kheo Wala, Roop Singh Nambardar son of Sandhura Ram, resident of Village Mahuana, Karnail Singh Document writer son of Ganga Singh, resident of Arniwala Sheikh Subhan, Ranjit Singh son of Sunder Singh, resident of Village Jandwala Bhimeshah, Shri Navjiwan Chhabra, Naib Tehsildar, Arniwala Sheikh Subhan, Pirthi Raj Revenue Patwari, Circle village Mahuana, statements have been reduced into

writing and record has been procured. Without this, the respondent Balwinder Singh son of Hari Singh, resident of Village Ghattian Wala Jattan had been sent summon bearing No. 48-5A E. O. Wing, Fazilka dated 29.01.2021, summon No.72-5A E. O. Wing, Fazilka dated 02.02.2021 and summon No. 78-5A E.O. Wing, Fazilka dated 10.02.2021 to his house at Ghattian Wali Jattan for joining into the enquiry, but he did not meet present at his house. Enquiry Report: From the perusal of my upto date enquiry, statements and record, it has been found that on 15.09.2020, an agreement to sell was entered into by the respondent Gurpal Singh son of Balwinder Singh and Balwinder Singh son of Hari Singh son of Munshi Singh, residents of Village Ghattian Wali Jattan qua the land owned and possessed by him i.e. land comprised of Rectangle No. 29, killa No. 1 (1-12), Rectangle No. 30, killa No. 4/2 (5-6), 5 (6-17) and Rectangle No. 31, Killa No. 24 (4-2) and Rectangle No. 33, Killa No. 4 (7-18), 7 (8-0), 14 (4-12) total land measuring 38 kanals 7 marlas to the extent of 241/767 share being 12 kanals 1 marla comprised of Khewat No.757, Khatauni No. 1238, the land which is being sold by Balwinder Singh, land comprised of rectangle No. 30, killa No. 19 (7-19) 20 (8-0), 21 (8-0) is total land measuring 23 kanals 19 marlas to the extent of 239/479 share being 11 kanals 19 marlas comprised of Khewat No.756, Khatauni No. 1237, the total of the above mentioned land is 24 kanals as per jamabandi for the year 2014-2015 situated in the area of Village Mahuana, Hadbast No. 205, Tehsil Fazilka, District Fazilka at the rate of Rs.14,00,000/- per acre in favour of Krishan Lal son of Saudagar Chand son of Ram Ditta, resident of Chak Kheo Wali in the presence of the witnesses at Tehsil Complex, Fazilka and had received a sum of Rs. 14,00,000/- being earnest money and the stipulated date for the sale deed was 11.10.2020 and thereafter both the parties by extending the limitation of the agreement with their consent had made the same as 20.12.2020 and Gurpal Singh by purchasing a stamp paper worth Rs. 100/- on 15.09.2020 for affidavit, this agreement to

sell had been prepared on this stamp paper of affidavit. Besides this, the second agreement to sell dated 19.10.2020 by Gurpal Singh son of Balwinder Singh son of Hari Singh being responsible on behalf of Balwinder Singh son of Hari Singh (father himself, residents of Village Ghattian Wali Jattan, in respect of their land measuring 24 kanals i.e. land measuring 19 kanals 3 marlas to the extent of 436/873 share, total land measuring 38 kanals 7 marlas comprised of Khewat No. 757, khatauni No. 1238 and 4 kanals 17 marlas being 97/479 share, total land measuring 23 kanals 19 marlas comprised of Khewat No. 756, Khatauni No. 1237 situated in the area of Village Mahuana, Tehsil Fazilka as per jamabandi for the year 2014-2015, possession of the land comprised of Rectangle No. 31 killa No. 24 (3-10), rectangle No. 33, killa No. 4 (7-18), 7 (8-0), 14 (4-12) situated in the area of Village Mahuana at the rate of Rs. 12,55,000/- per acre, was executed in favour of the applicant Satnam Singh at Tehsil Complex, Fazilka in the presence of witnesses and the stipulated date for the execution of the sale deed was fixed as 25.05.2021, out of which the above mentioned Gurpal Singh had since received a sum of Rs. 10,00,000/- as earnest money from the applicant at the spot in the presence of the witnesses. Thereafter, on 17.11.2020, another writing regarding sum of Rs. 8,00,000/- had been executed by Gurpal Singh with the above mentioned applicant Satnam Singh on this agreement itself (Cheque No. 419391 and 419393 for a sum of Rs. 6,00,000/- and Rs., 2,00,000/- in cash) were given in the presence of the witnesses and the conditions of the agreement were like that of earlier. Conclusion report: From my upto date enquiry, Gurpal Singh son of Balwinder Singh son of Hari Singh and responsible on behalf of Balwinder Singh son of Hari Singh (Father himself) had entered into an agreement to sell in respect of their land measuring 2 kanals situated in the area of Village Mahuana on 19.10.2020 in favour of the above mentioned applicant Satnam Singh. Out of this land, Gurpal Singh son of Balwinder Singh had transferred the land measuring 12 kanals 2

marlas 1 sarsai in favour of his wife Kirandeep Kaur vide transfer of ownership deed dated 02.11.2020 according to Wasika No.. 2020 21/55/1/774 before Sub Registrar, Arniwala Sheikh Subhan, Gurpal Singh son of Balwinder Singh had executed sale deed in respect of the land measuring 7 kanals 6 marlas in favour of Krishan Lal son of Saudagar Ram, resident of Village Chak Kheo Wali, according to Wasika No.2020 21/55/1/621, dated 18.09.2020 before Sub Registrar, Arniwala Sheikh Subhan and Balwinder Singh son of Hari Singh had executed a sale deed in respect of land measuring 11 kanals 19-1/2 marlas in favour of Sammo Bai wife of Krishan Lal according to Wasika No. 2020-21/55/1/884, dated 23.11.2020 before the Sub Registrar, Arniwala Sheikh Subhan and according to the statement of Shri Navjiwan Chhabra, Naib Tehsildar Arniwala Sheikh Subhan, when Gurpal Singh son of Balwinder Singh had transferred the land measuring 12 kanals 2 marlas 1 sarsai in the name of his wife Kirandeep Kaur vide transfer of ownership deed dated 02.11.2020 according to wasika No. 2020-21/55/1/774 before the Sub Registrar, Arniwala Sheikh Subhan, at that time the divorce of Kirandeep Kaur wife of Gurpal Singh with her husband Gurpal Singh son of Balwinder Singh has since been granted by the Court of Shri Tarsem Mangal, Sessions Judge, Fazilka on 06.10.2020, (Photo copy of the order is annexed herewith the report, regarding the same no record has been produced and the revenue department has also been kept in the dark, but even today Kirandeep Kaur has been living with her husband Gurpal Singh at Village Ghattian Wali Jattan, but the above mentioned Gurpal Singh and Balwinder Singh even before the stipulated date for the execution and registration of the sale deed i.e. 25.05.2021 has further transferred the ownership in the name of Kirandeep Kaur and has sold in favour of the above mentioned Sammo Bai, Krishan Lal and neither executed/got registered the sale deed of the above mentioned land in favour of the applicant as per the agreement of the above mentioned land, nor has returned his amount of Rs.18,00,000/-

to him. In this way, respondent Gurpal Singh son of Balwinder Singh, Balwinder Singh son of Hari Singh, Kirandeep Kaur wife of Gurpal Singh, residents of Village Ghattian Wali Jattan after having been connived with each other have committed cheating of Rs. 18,00,000/- with the above mentioned applicant Satnam Singh under an already hatched conspiracy and during the course of enquiry, this fact has also come to the light that at the time of agreement on 19.10.2020 on account of shortage of Rs.1,00,000/- with the applicant Satnam Singh, witness Angrej Singh son of Darbara Singh, resident of Village Jaurhki Andhewali by signing his blank cheque bearing No. 666164 from his account No. 37492430392 of State Bank of India, Branch Abhun had given the same being security to the above mentioned Gurpal Singh and now Gurpal Singh after filing the amount of Rs. 9,00,000/- on the above mentioned cheque has since filed a case against Angrej Singh before the Ld. Court at Fazilka and neither any charge against Sukhwinder Singh son of Gurpal Singh, Sarabjeet Singh son of Baldev Singh, Manjit Singh son of Jalour Singh, residents of Village Ghattian Wali Jattan, Tarsem Singh son of Balwinder Singh, resident of Goniana, District Shri Muktsar Sahib, Sammo Bai wife of Krishan Lal son of Saudagar Ram, resident of Village Chak Kheo Wala, Angrej Singh son of Darbara Singh, Binder Kaur wife of Angrej Singh, residents of Village Jaurhki Andhewali has come to the light during the course of enquiry, nor any solid witness/evidence has been produced by the applicant party against them. This occurrence is made out of Police Station City Fazilka. Therefore, if approved then after registering the case under Section 420, 120-B IPC against the respondent Gurpal Singh son of Balwinder Singh son of Hari Singh, Balwinder Singh son of Hari Singh, Kirandeep Kaur wife of Gurpal Singh, residents of Village Ghattian Wali Jattan at Police station City Fazilka, it will be appropriate to conduct the investigation. xxxx”

6. As noticed by the Apex Court in the case of '**Pratibha Manchanda & Anr. vs. State of Haryana Criminal Appeal No.1793 of 2023 arising out of SLP (Crl.) No.8146 of 2023, decided on 7th of July, 2023** owing to exponential increase in the price of the immovable properties law is witnessing sea of land scams wherein unscrupulous elements are duping innocent persons on the pretext of selling land and thereafter backtracking forcing them to be engulfed in unwanted *lis* for years.

7. This is one of those cases wherein the petitioner allegedly accepted the earnest money by conspiring with the alleged property dealers and the complainant was forced to part with substantial amount of Rs.18.00 lacs. However later on before appointing date, transferred the land whereby causing unlawful loss to the complainant & duping them of their hard earned money.

8. In view of seriousness of the allegations levelled against the petitioner and the fact that admittedly substantial amount has been received by the present petitioner, this Court does not find it to be a case to grant discretionary relief of anticipatory bail to the petitioner.

9. Resultantly, the present petition is dismissed.

November 07, 2023

Dpr

(Pankaj Jain)
Judge

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No