IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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CRM-M-39787-2023
Reserved on: 10.10.2023
Pronounced on: 16.10.2023

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Kuldeep Arya

. . . . Petitioner

Vs.

State of Haryana

. . . . Respondent

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CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

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Present: - Mr. Pankaj Nanhera, Advocate, for the petitioner.

Mr. Vipul Sherwal, AAG, Haryana.

Mr. Pankaj Kumar, Advocate, for the complainant.

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DEEPAK GUPTA, J.

Faridabad, a famous industrial town of Haryana, is unfortunately dubbed as '*Fraudabad*'. It is because of the large number of frauds, committed there. Present case is one such example.

2. Prayer in this petition filed under Section 439 CrPC is for grant of anticipatory bail in case FIR No.285 dated 23.07.2022 registered at Police Station Sector 31, District Faridabad, Haryana under Sections 419/ 420/467/468/471/120-B IPC.

3. (i) It emerges on perusal of the paper-book that one Shri J.L. Dogra was the owner of house No.2161, Housing Board Colony, Sector 28, Faridabad. On his death on 16.08.2020, his son Narender Dogra became owner of the house and the house was transferred in his name on 23.02.2021. Unfortunately, said Narender Dogra also died on 15.07.2021

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and he was succeeded by his widow Rashmi Dogra *(complainant in this case)* and other legal heirs.

(ii) Complainant was in the process of getting the house transferred in her name, when she received a communication from regional business head, Hinduja Leyland Finance, New Delhi, from which it transpired that Manish Kumar Panday *(co-accused)* had applied for financial assistance from them, claiming to be the owner of the aforesaid house on the dint of a sale deed dated 15.09.2021.

(iii) On obtaining certified copy of the sale deed, complainant came to know that someone had impersonated J.L. Dogra and had executed a sale deed bearing document No.4400 dated 15.09.2021 in favour of Manish Kumar Panday, as Shri J.L. Dogra was not alive on the date of alleged sale deed, having already expired on 16.08.2020. Complaint was lodged with the police alleging that Manish Kumar Panday in collusion with other witnesses, had committed the fraud. Sh. S.K. Batra and Kr. Vinay Rawat, Advocates were stated to be witnesses of the sale deed. FIR was registered.

(iv) During investigation, co-accused Manish Kumar Pandey was arrested on 27.03.2023 and in his detailed disclosure statement (Annexure R1), he disclosed that it was projected to him by Kuldeep Arya (petitioner) that he was the owner of house in question. Petitioner helped him (Manish Kumar Pandey) in getting executed the forged sale deed in his name and further helped him in all means in getting loans from different financial institutions. It was also found during investigation that Manish Kumar Pandey in collusion with co-accused including petitioner, secured 4-5 certified copies of the forged sale deeds and then obtained loan of ₹1,36,00,000/- from Edelweiss Bank, Delhi; another loan of ₹1,13,88,075/-

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from Shriram Finance Green House, Delhi; and another loan of ₹1,39,48,957/- from Aditya Birla, against the same house belonging to the complainant. Investigation further revealed that an amount of ₹29,12,000/- came to the share of the petitioner. Co-accused Manish Kumar Pandey also gave details of the various other persons to whom different amounts had been transferred.

(v) It was thus found that it was the petitioner Kuldeep, who was habitual offender and master mind of the fraud. It is the petitioner, who helped co-accused Manish Kumar Pandey in opening bank account in the name of JL Dogra and Raj Kumar Wadhwa. It is the petitioner, who helped co-accused Manish Kumar Pandey in getting executed the forged sale deed in his name and helped him in all means in getting loans from different financial institutions. Petitioner got his share of ₹29,12,000/- in this fraud.

4. (i) It is submitted by ld. counsel that the petitioner is not named in the FIR and that he has no concern with the co-accused Manish Kumar Pandey in commission of the offence. Ld. counsel further contends that petitioner had entered into an agreement to purchase the house in question from original owner Narender Dogra vide an agreement to sell dated 20.03.2021 for sale consideration of ₹1,87,50,000/- and had paid earnest money/part payment of ₹17,50,000/-. However, owner Narender Dogra expired. Petitioner then contacted his wife Rashmi Dogra (complainant), who assured to get the property transferred. During that period, petitioner came in contact with Manish Kumar Pandey, who intended to purchase the property and agreed to purchase the house in question for consideration of ₹2,51,00,000/- .

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(ii) Ld. counsel for the petitioner has drawn attention towards the agreement to sell dated 14.09.2021 executed between petitioner and Manish Kumar Pandey (Annexure P3), in which petitioner has mentioned that he was the agreement holder of the house in question. Ld. counsel contends that Manish Kumar Pandey had paid an amount of ₹3 lakhs to him as earnest money but later on, petitioner came to know that he had been roped in the present case on the basis of disclosure statement of co-accused Manish Kumar Pandey. Ld. counsel contends that allegations against him are based on the disclosure statement of co-accused, which is inadmissible; that he is ready to join the investigation. He further contends that he is involved in two other cases, but he has been granted bail in both those cases.

5. Strongly opposing the bail petition, ld. State counsel has drawn attention towards the modus operandi, in which offence has been committed by the petitioner in conspiracy with co-accused Manish Kumar Pandey and other co-accused. Ld. State counsel has contended that on the basis of forged sale deed, loans of huge amounts running into crores of rupees have been taken from three different financial institutions and when the loan had been applied to fourth such institution on the basis of same forged sale deed, the fraud came to the notice of the complainant and then the matter was reported to the police. Ld. State counsel has also drawn attention towards the criminal antecedents of the petitioner, who is involved in similar cases and also the fact that the amount of ₹29.12 lakh had come to his share. Prayer has been made for rejecting the petition.

6. I have considered submissions of both the sides and appraised the record carefully.

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7. Alleged agreement to sell between the petitioner and co-accused Manish Kumar Pandey was executed on 14.09.2021. The forged sale deed in favour of Manish Kumar Pandey is dated 15.09.2021 i.e., just one day after the agreement to sell and that sale deed is purported to have been executed by JL Dogra, though he had already expired on 16.08.2020 and so, sale deed is apparently a forged document. The custodial interrogation of the petitioner will be very necessary having regard to the role attributed to the petitioner in the detailed disclosure statement suffered by co-accused Manish Kumar Pandey, in which he has given details of the modus operandi in committing the fraud.

8. After hearing both the sides and perusing the entire material on record, this Court finds the present case to be unfit for grant of anticipatory bail.

Dismissed.

(DEEPAK GUPTA)
JUDGE

16.10.2023
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1. Whether speaking/reasoned? ***Yes****/No*
2. Whether reportable? *Yes/No*

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