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

**CRM-M-55771-2022(O&M)
Date of Decision: 25.04.2023**

JASWINDERPAL SINGH RIAR

....Petitioner

Versus

THE STATE OF PUNJAB

...Respondent

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present : Mr. Baltej Singh Sidhu, Senior Advocate assisted by
Mr. Chandan Singh, Advocate
for the petitioner.

Mr. Aditya Kapoor, AAG, Punjab.
for respondent No.1/State.

Mr. Tarunveer Vashisht, Advocate
for respondent No.2.

HARSH BUNGER, J. (Oral)

Petitioner has filed this petition under Section 438 of the Code of Criminal Procedure, seeking anticipatory bail in case FIR No.204 dated 22.07.2022, registered under Sections 406 and 420 of the Indian Penal Code, at Police Station City Kharar, District S.A.S. Nagar.

2. Briefly, the above-said case FIR was registered on the complaint of respondent No.2-Rajinder Kaur, which was inquired into and the following observations were made :-

“...On the perusal of the complaint, statements, record and inquiry conducted by me till date it has come to light that Rajinder Kaur wife of Gurcharan Singh resident of Village Ghurala, Tehsil Payal, District Ludhiana, entered into an agreement to sell on 05.12.2011 after paying Rs.5,00,000/- with Jaswinder

Singh Riar with regard to plot no.61 area 125 Sq. yd. at the rate of Rs.11,300/- per sq. yd., total amount Rs.14,50,500/- and date of sale deed was fixed on 15.02.2012. On 02.03.2012, Jaswinder Singh Riar vendor executed Sale Deed No.12235 in favour of Rajinder Kaur after receiving balance amount of Rs.9,12,500/-, complainant had also deposited mutation fee. When complainant moved an application to the Tehsildar, Kharar for mutation, then the revenue department told by the report on the application made by the complainant that there is no land in these Khasra nos. in the name of Jaswinder Singh Riar. On 14.09.2014, the Vendor got entered another agreement to sell with his other shareholder Satinder Singh owner of GRD Infratech. In that in lieu of plot no.61 measuring 125 Sq. Yd. another plot no.66 will be given to complainant but the plot has not been given to complainant. Photocopy of the agreement is attached herewith. Thereafter, a written compromise was arrived at between the parties that opposite party Jaswinder Singh Riar will return the amount of Rs.14,50,000/- till 03.10.2021 and gave cheque no.000122 amount Rs.2,50,000/- dated 18.07.2021, bank Cheque bearing No.000123 amount Rs.6,00,000/- dated 01.10.2021, bank Cheque bearing No.000124 amount Rs.6,00,000/- dated 01.11.2021 of HDFC Bank, to the complainant as security and according to the compromise Jaswinder Singh Riar had got bank cheque no.000122 dated 18.07.2021 after paying amount of Rs.2,50,000/- in cash. In this way second party Jaswinder Singh Riar has played a fraud with Rajinder Kaur by obtaining Rs.12,00,000/- despite there being no land in his name by executing Wasika no.12235 dated 02.03.2012.”

3. The petitioner applied for anticipatory bail before the Court of learned Additional Sessions Judge, S.A.S. Nagar, Mohali, which was

dismissed on 23.09.2022; accordingly, the present petition has been filed before this Court.

4. At the time of hearing of this petition on 01.12.2022, the contention of learned Senior counsel appearing for the petitioner was recorded to the effect that the petitioner is ready and willing to settle the dispute amicably with respondent No.2 and to show his bona fide he would bring a demand draft of Rs.2,00,000/- on the next date of hearing i.e. 10.01.2023.

5. On 10.01.2023, as against the statement made by learned Senior counsel appearing on behalf of the petitioner that he would bring a demand draft of Rs.2,00,000/- as recorded in the order dated 01.12.2022, the petitioner brought a demand draft of only Rs.1,50,000/-. The said demand draft was accordingly handed over to the learned counsel for respondent No.2. On the same day, it was also submitted by learned Senior counsel appearing on behalf of the petitioner that the petitioner shall pay another sum of Rs.3,50,000/- on the next date of hearing and the approximate balance amount of Rs.6,00,000/- shall be amicably settled between the parties, accordingly, considering the statement of learned Senior counsel appearing for the petitioner, the arrest of the petitioner was stayed and the matter was adjourned to 13.02.2023.

6. On 13.02.2023, the following order was passed:-

“Learned senior counsel appearing for the petitioner submits that as per order dated 10.01.2023, although he had undertaken to pay a sum of Rs.3,50,000/- on the next date of hearing, i.e. today, however, due to paucity of funds, the petitioner could arrange only an amount of Rs.2,50,000/- by today, and he further undertakes to pay the balance amount of Rs.7,00,000/-, by way of two installments, i.e. first installment of Rs. 3,50,000/- shall be paid by 15.03.2023 and second

installment of Rs.3,50,000/- shall be paid by 17.04.2023, in favour of respondent No.2/complainant.

Learned counsel appearing for respondent No.2/complainant raises no objection to the aforesaid course of action being adopted by the petitioner.

Learned senior counsel appearing for the petitioner has handed over a sum of Rs.1,50,000/- (in cash) and Rs.1,00,000/- in the form of cheque bearing No.000054, in the name of Rajinder Kaur (respondent No.2/complainant), drawn on Punjab and Sind Bank to respondent No.2/complainant, who is present in Court and is duly identified by her counsel.

However, it is pointed out by learned counsel for respondent No.2/complainant that the aforesaid cheque bearing No.000054, amounting to Rs.1,00,000/-, which is handed over to respondent No.2/complainant in Court today, by learned counsel for the petitioner, does not mention the correct date, whereupon learned senior counsel appearing for the petitioner submits that he would supply a fresh cheque amounting to Rs.1,00,000/- with correct details, in favour of respondent No.2/complainant, on the next date of hearing.

At this stage, learned counsel for respondent No.2/complainant has returned the said cheque bearing No.000054 to learned senior counsel appearing for the petitioner, in Court today itself.

List on 21.02.2023.

Petitioner shall bring a fresh cheque amounting to Rs.1,00,000/-, with correct details, in the name of respondent No.2/complainant, in Court on the next date of hearing.”

7. In terms of the order dated 21.02.2023, Rs.1,00,000/- was paid to respondent No.2/complainant by way of cheque bearing No.000054 and accordingly, the matter was adjourned to 15.03.2023 for the payment of first installment amounting to Rs.3,50,000/-.

8. On 15.03.2023, learned Senior Counsel for the petitioner had brought two cheques bearing No.000138 dated 31.03.2023 for an amount of

Rs.1,50,000/- (which was a post dated cheque, although, the payment was to be made on that very day) and another cheque bearing No.000139 dated 16.03.2023 for an amount of Rs.2,00,000/-. The said cheques were handed over to respondent No.2/complainant and the matter was adjourned to 17.04.2023 for the payment of the next installment.

9. That on 17.04.2023, learned Senior counsel for the petitioner brought two more cheques bearing No.000140 amounting to Rs.2,00,000/- drawn on HDFC Bank and another cheque bearing No.000141 amounting to Rs.1,50,000/- in favour of respondent No.2-complainant. The petitioner has handed over the original cheque bearing No.000140 amounting to Rs.2,00,000/- to respondent No.2-Smt. Rajinder Kaur and another cheque bearing No.000141 amounting to Rs.1,50,000/- was permitted to be given by the petitioner to respondent No.2 after the filing of the quashing petition. Accordingly, the matter was adjourned to 24.04.2023.

10. On 24.04.2023, the petitioner sought short accommodation to comply with the order dated 17.04.2023, accordingly the matter was adjourned to 25.04.2023 i.e. today.

11. Today, learned counsel appearing for respondent No.2-complainant has informed the Court that the earlier cheque bearing No.000140 amounting to Rs.2,00,000/-, which was handed over to respondent No.2-complainant on 17.04.2023 has been dishonoured with the remarks “account blocked”.

12. In terms of the order dated 17.04.2023, the petitioner was to pay the amount of Rs.1,50,000/-, after the filing of the quashing petition, which already stands filed by the petitioner i.e. CRM-M-19859-2023. However, today, learned counsel appearing for the petitioner has submitted that the petitioner has not brought the said amount of Rs.1,50,000/- and rather stated

that he has only Rs.1,00,000/- to offer as on date and sought for some more time.

13. On the other hand, learned counsel for respondent No.2 has objected to grant of more time to the petitioner by submitting that petitioner has not honoured the settlement which was arrived at between them and on earlier occasion also the indulgence was granted. Learned counsel for respondent No.2 further submits that petitioner is intentionally delaying the matter and is causing undue harassment to the complainant/respondent No.2- Smt. Rajinder Kaur. Accordingly, prayer for dismissal of the present petition has been made.

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

15. As per the FIR, the petitioner had entered into an agreement to sell with respondent No.2/complainant-Rajinder Kaur on 05.12.2011, after accepting Rs.5 lacs in respect of one plot No.61, for total amount of Rs.14,50,500/- and the target date for sale deed was fixed for 15.02.2012. It appears that on 02.03.2012, the petitioner executed a sale deed No.12235 in favour of respondent No.2/complainant-Rajinder Kaur, after receiving the balance amount. However, when the complainant filed an application before the Tehsildar, Kharar for mutation, then it was revealed that there was no land in the concerned *Khasra Nos.* in the name of the petitioner. It appears that thereafter on 14.09.2014, the petitioner got entered into another agreement to sell with his other share holder-Satinder Singh, owner of GRD Infratech, in lieu of the above-said plot No.61, which suggested that another plot No.66 will be given to respondent No.2-complainant. However, even the said plot was not given. It further appears that the compromise was arrived at between the parties to the effect that the petitioner will return the

amount of Rs.14,50,000/-. However, even the said compromise was not adhered to. Further, from the perusal of previous orders passed by this Court in the case in hand, it is manifest that various opportunities were afforded to the petitioner to re-pay the amount to the complainant; however, despite undertaking that the payment would be made, the petitioner had apparently failed to abide by the schedule of payment. Rather, one of the cheques i.e. Cheque no.000140, amounting to Rs.2 lacs, which was handed over to respondent No.2-complainant in the Court on 17.04.2023 and finds mention in that very order, has been dishonoured with the remarks “account blocked”.

16. The afore-said conduct of the petitioner is not above board and hence, I do not deem it appropriate to grant the concession of anticipatory bail to him. Accordingly, the instant petition is dismissed.

25.04.2023

Amandeep/gurpreet

**(HARSH BUNGER)
JUDGE**

Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/No