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IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CRM-M-4446-2024
Date of decision:- 01.04.2024

HARPREET SINGH MAAN

... Petitioner

Versus

STATE OF HARYANA

... Respondent

CORAM:- HON'BLE MR. JUSTICE SANJIV BERRY.

Present:- Mr. G.S.Salana, Advocate
for the petitioner.

Mr. Vishal Malik,DAG, Haryana.

Mr. Divyam Singh, Advocate for the complainant.

SANJIV BERRY, J. (ORAL)

The instant petition has been preferred by the petitioner under Section 438 of the Code of Criminal Procedure for grant of anticipatory bail in the following case:-

FIR No.	Dated	Sections	Police Station
206	12.09.2023	406, 420, 467, 468, 471 IPC	Panjokhra, District Ambala

2. It is *inter alia* contended by learned counsel for the petitioner that the petitioner is innocent and has been falsely implicated in the present case. He submits that false story has been concocted by the complainant in

connivance with the police. He contends that petitioner is neither the owner of the alleged property nor he had executed any agreement for sale of his own property. He submits that the matter is purely of civil nature and a false case has been planted on the petitioner, as such he sought concession of anticipatory bail to the petitioner.

3. Per contra, learned State counsel assisted by learned counsel for the complainant have strongly assailed the submissions made by learned counsel for the petitioner by arguing that the petitioner had executed agreement to sell regarding the property owned by one Koshambi Tomar and had received the earnest money on her behalf from the complainant. The said agreement dated 14.09.2020 bears the signatures of the petitioner on behalf of the seller. The said owner of the property namely Koshambi Tomar in her statement categorically stated that she had never entered into any such agreement and the agreement has been forged and fabricated on her behalf by some person signing as seller. It has further come in the investigation that the amount of ₹4,95,000/- was transferred by the complainant Pardeep Kumar in the account of the petitioner besides giving ₹5,05,000/- in cash, as such he is not entitled for concession of anticipatory bail.

4. After considering the rival contentions and going through the record, it transpires that there is no dispute that the said agreement dated 14.09.2020 bears the signatures of the petitioner on behalf of the seller. The owner of the property namely Koshambi Tomar in her statement categorically stated that she had never entered into any such agreement and the agreement has been forged and fabricated on her behalf by some person

signing as seller. During course of arguments the learned counsel for the petitioner could not point out as to what authority the petitioner had executed the agreement to sell without due authorization by its actual owner namely Koshambi Tomar and received an amount of ₹10 lacs from the complainant Pardeep Kumar when he had no authority to do so. There are specific allegations against the petitioner, therefore, it is observed that custodial interrogation of the petitioner is required.

5. In view of the circumstances mentioned above, it is observed that petitioner could not bring out a case being made out in its favour for grant of relief of anticipatory bail, as a consequent, the petition is hereby dismissed.

6. Any observation made above shall not be construed as opinion of this Court on the merits of the case.

(SANJIV BERRY)
JUDGE

01.04.2024
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i)	Whether speaking/reasoned?	Yes/No
ii)	Whether reportable?	Yes/No