

CRM-M-4426-2024

Neutral Citation No. 2024:PHHC:043001

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Reserved on : March 20, 2024
Date of Decision : April 01, 2024

CRM-M-4426-2024

Surjit Singh

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Argued By : - Mr. Vipin Mahajan, Advocate for the petitioner.
• Mr. Sahil R. Bakshi, AAG, Haryana.
• Mr. Manbir Singh Basta and
Mr. Anupinder Singh Brar, Advocate for the
complainant.

DEEPAK GUPTA, J.

By way of present petition filed under Section 438 Cr.P.C., petitioner prays for grant of pre-arrest bail in a case arising out of FIR No.140 dated 24.12.2023, under Sections 120B, 420, 467, 468 and 471 of IPC, registered at Police Station Dhariwal, District Gurdaspur (Punjab).

2.1 Complaint was made by one Surinderjit Singh s/o Wassan Singh, who is resident of Canada. According to him, he owns 49 Kanals 05 Marlas of land, situated in village Chottepur, as per details given in the complaint. The land of the petitioner Surjit Singh is adjacent to the land of the complainant. He had entered into an agreement dated 29.03.2023 with one Dalwinder Singh, so as to sell this land. Petitioner had earlier tried to take illegal possession of the land of the complainant, on account of which, he was forced to lodge an FIR No.67 dated 04.07.2023, under

Sections 427, 434, 447 and 506 IPC at Police Station Dariwal, which is still under investigation.

2.2 It was further alleged by the complainant that he came to know through reliable sources that petitioner in connivance with Tarsem Lal Panch, Balbir Singh, Niranjana Singh and his brother Sukhjot Singh had prepared two fake agreements to sell, both dated 24.11.2021 in respect of the land of the complainant, in which the date of execution of the registry is shown to be 31.08.2023. In one of the agreement, earnest money of ₹25 lacs is shown to have been paid to the complainant; whereas in the other agreement, an amount of ₹33.5 lacs is shown to have been paid to the complainant as earnest money. Complainant submitted that he neither signed any agreement nor purchased any stamp paper nor received any earnest money.

2.3 Inquiry was conducted in the aforesaid complaint and the allegations were found to be correct. On the recommendations of the Inquiry Officer, FIR was registered.

3.1 It is contended by the petitioner that he is being falsely implicated. In fact, complainant had agreed to sell the land in question in favour of petitioner's brother Sukhjot Singh vide two agreements dated 24.11.2021 (Annexures P-2 and P-3). Majority of the sale consideration was paid in cash except an amount of ₹4 lacs, which was transferred by way of RTGS in the name of wife of the complainant on the same date i.e. 24.11.2021, when the agreements were executed. Later on, complainant sold the land to Dalwinder Singh by way of sale deed dated

18.04.2023 (Annexure P-6). Petitioner then filed two civil suits for specific performance, in which interim injunction orders have been passed in favour of the petitioner, copy of which is Annexures P8/1. Petitioner further submitted that earlier inquiry into the complaint made by the complainant was conducted by SDM, Gurdaspur, who found that no criminal offence was made out, as the matter was pending in the Civil Court.

3.2 Learned counsel for the petitioner contends that the entire dispute is civil in nature; that complainant after receiving the huge earnest money has become dishonest and has lodged the present FIR; that petitioner is ready to join the investigation and so, in all these circumstances, he be allowed anticipatory bail.

4. Opposing the bail petition, learned State counsel ably supported by learned counsel for the complainant submit that the FIR has been lodged after conducting necessary inquiry. Learned State counsel submits that three witnesses, namely, Tarsem, Balbir and Nirajan are shown to have appended the signatures on the fake agreements to sell, out of whom, Tarsem has expired, whereas Nirajan has made a statement that he did not sign any of the agreements. Learned State counsel has further drawn attention towards the fact that in the two agreements to sell, forged by the petitioner, a total amount of ₹62.5 lacs is shown to have been paid as earnest money to the complainant, but not even a single penny has been paid. Learned State counsel also submits that as far as the amount of ₹4 lacs transferred in the account of the wife of the

complainant is concerned, it was on account of the lease money. Learned State counsel also submits that it is unbelievable that huge amount of ₹62.5 lacs will be paid in cash, as is contended by the petitioner. Learned State counsel submits that the custodial interrogation of the petitioner is required in order to recover the fake and forged documents and also to unearth the entire conspiracy.

5. In reply to the aforesaid contention, learned counsel for the petitioner submits that the earnest money in cash was paid to the complainant in the Canada through a relative of the complainant.

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

7. After considering arguments from both sides, I concur with the points raised by the State counsel. The petitioner's claim of paying ₹62.5 lacs in cash to the complainant as earnest money lacks credibility, *prima facie*, especially since there is no disclosure of how this amount was transferred to the complainant or their relative in Canada. This crucial detail is absent from the petition and the related agreements. Regarding the ₹4 lacs, whether it constitutes lease money or part of the alleged earnest money is a matter for evidence to determine. It is implausible that out of the claimed ₹62.5 lacs, the complainant would only receive ₹4 lacs via RTGS as earnest money.

8. Having regard to all the aforesaid facts and circumstances, it is felt that custodial interrogation of the petitioner will be required, so as to unearth the entire truth. The Investigating Agency will also require the

recovery of the original agreements to sell for sending the same to FSL for knowing as to whether the signatures thereon of the complainant are fake or not.

9. As such, this Court is not inclined to grant the benefit of pre-arrest bail to the petitioner.

Dismissed.

April 01, 2024

Sarita

(DEEPAK GUPTA)

JUDGE

Whether reasoned/speaking: Yes/No

Whether reportable: Yes/No