

104

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-4675-2024
Date of decision : 30.01.2024

SATVIR KAURPetitioner

Versus

STATE OF PUNJABRespondent

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Pushpinder Kaushal, Advocate for the petitioner.

Mr. Tarun Aggarwal, Sr. DAG, Punjab.

Mr. Gaurav Sharma, Advocate for the complainant.

PANKAJ JAIN, J. (ORAL)

Apprehending her arrest in FIR No.189 dated 02.11.2019, registered for offences punishable under Section 420 of the Indian Penal Code, 1860 at Police Station City Rupnagar, District Rupnagar, the petitioner has preferred this petition under Section 438 Cr.P.C. seeking pre-arrest bail.

2. As per the allegations levelled in the FIR it has been alleged as under :

“xxx it is respectfully submitted as regards above captioned subject that I Sikander Singh son of S.Gurmail Singh am resident of village Panjoli, Tehsil and District Rupnagar. That the person mentioned in the subject i.e. Avtar Singh son of Bhajan Singh son of Thaman Singh has entered into an agreement to sell with me pertaining to the land in his ownership measuring 8 Kanals 0

Marla, total Khasra number 37//10(8- 0), Hadbast number 380, situated in the revenue estate of village Babani Kalan, Tehsil and District Rupnagar vide an agreement dated 27.03.2015 for a sale consideration of rupees twenty lakhs (Rs.20,00,000/-) in lump-sum and the seller Avtar Singh had received an amount of rupees fourteen lakhs (Rs.14,00,000/-) from me on 27.03.2015 as earnest/advance money in the presence of the witnesses. The remaining amount shall have to be paid at the time of execution of registered sale deed in my name/favour on 26.09.2015. As the seller i.e. above mentioned Avtar Singh has availed loan facility from the bank on the above mentioned property, the sale deed couldn't be executed within stipulated time, due to which, the seller had been extending time period for execution of registered sale deed from time to time and had further received an amount of rupees five lakhs (Rs.5,00,000/-) from me in the form of earnest/advance money (BEANA) and had been lingering on the matter of getting executed registered sale deed on one pretext or the other. Similarly, Satvir Kaur as mentioned in the subject, had entered into an agreement to sell pertaining to the land in her ownership i.e. land measuring 8 Kanals being 160/660 share of total land measuring 33 Kanals 0 Marla, bearing Khasra number 19//19/1(0-7), 19/2/1(0-9), 19/2/3(0-11), 22/2/2(3- 6), 22/3(2-8), 23/1(2-12), 24//2/2(6-4), 3/1(3-0), 8/3(3-9), 9/1(6-4), 12/2(4-2), 12/3(0-8), situated in the revenue estate of village Babani Kalan, Hadbast number 380, Tehsil and District Rupnagar for a sale consideration amount of rupees twenty lakhs (Rs.20,00,000/-) in lump-sum on 30.10.2013 and at the time of entering into an agreement to sell, the seller had received an amount of rupees three lakhs (Rs.3,00,000/-) from me as advance/earnest money and by making the remaining payment upto 22.01.2014, the sale deed was to be executed and registered in my name/favour. As the seller Satvir Kaur had availed loan facility from the bank on the land, (pertaining to which she entered into an agreement to sell with me), after entering into an agreement to sell with me, the sale deed couldn't be executed/ registered with stipulated

time and the seller had been extending the date for getting executed registered sale deed from time to time. The seller Satvir Kaur had received an amount of rupees sixteen lakhs (Rs.16,00,000/-) from me as advance/earnest money by saying that she would get executed registered sale deed by repaying the loan amount of the bank. After making repayment of the bank loan amount, Satvir Kaur had sold this above mentioned land to some other person, proof of which is attached herewith. Now, when I used to make request to her for getting executed registered sale deed, then she used to linger on the matter on one pretext or the other. Now, when I used to make request to the persons mentioned in the subject for getting executed registered sale deed, then both these persons named Avtar Singh and Satvir Kaur used to hurl threats to me that you can take any action as per your own free will and consent, we should not get executed registered sale deed. In this manner, both the persons mentioned in the subject have committed fraud with me. Thus, by submitting application, it is requested that justice be done to me by registering a case against the persons mentioned in the subject for committing fraud by conniving with each other on the basis of the proofs attached herewith, for which I shall be highly grateful to you. Thanking you, yours' faithfully, Sd/- Sikander Singh son of S.Gurmail Singh am resident of village Panjoli, Tehsil and District Rupnagar (Mobile No.94635-78535), dated 05.08.2019", the above numbered application was marked by the SSP sahib to the worthy DSP(D) for the purpose of conducting enquiry in the same, who submitted his enquiry report vide 137/5S/D.S.P.(D), dated 23.10.2019 before the worthy S.S.P. Sahib, contents of which are as under, "Conclusion Report: it is found from an enquiry being conducted by me that the applicant Sikander Singh and the second party Avtar Singh are known to each other. As per the record, Satvir Kaur wife of the second party Avtar Singh by entering into an agreement to sell pertaining to her land bearing common Khata i.e. land measuring 01 Killa bearing Khasra No.119/129, Khasra numbers 19//19/1(0-7),

19/2/1(0-9), 19/2/3(0-11), 22/2/2(3-6), 22/3(2-8), 23/1(2-12), 24/2/2(6-4), 3/1(3- 0), 8/3(3-9), 9/1(6-4), 12/2(4-2), 12/3(0-8) for a sale consideration amount of Rs.20 lakhs, had received an amount of Rs.03 lakhs in the presence of the witnesses Baljinder Singh and Avtar Singh Nambardar, fixed the date for execution of registered sale deed as 22.01.2014. That on 22.01.2014, the date of this agreement (BEANA) was extended upto 31.12.2014 I the presence of the witnesses Baljinder Singh resident of Bhago Majra and Avtar Singh Nambardar, village Madpur as the second party Avtar Singh had availed a loan facility on the above mentioned Khasra numbers mentioned in the agreement (BEANA) and he by giving information to Sikander Singh on 31.12.2014 to the effect of availing loan facility, extended the date of agreement (BEANA) in written upto 15.04.2016 in the presence of the witnesses. Both the parties had appended their respective signatures on this document in the presence of the witnesses. Thereafter, the second party Avtar Singh was in need of more money, who by purchasing stamp paper in his name and by entering into another agreement to sell on 27.03.2015 with the applicant Sikander Singh pertaining to land measuring 01 killa, bearing Khasra number 37//10(8-0) out of the land bearing common Khata for a sale consideration of Rs.20 lakhs, had received an amount of Rs.14 lakhs in the presence of the witnesses named Baljinder Singh and Avtar Singh, Nambardar and fixed the date for execution of registered sale deed as 26.09.2015. Thereafter, the second party Avtar Singh had extended the date of BEANA (agreement) from 26.09.2015 to 31.03.2016 and then from 31.03.2016 to 31.10.2016. That on 01.04.2016, the second party Satvir Kaur and Avtar Singh made a demand of more amount of Rs.16 lakhs from the applicant Sikander Singh and said that they should get executed both the registered sale deeds by repaying the bank loan and had given in written to the effect of not extending the date of BEANA (agreement). Photocopy of the agreement (BEANA) is attached herewith. The second party Satvir Kaur and Avtar Singh by

receiving an amount of Rs.16 lakhs from the applicant Sikander Singh on 04.04.2016 in the Tehsil at Ropar in the presence of the witnesses named Baljinder Singh and Avtar Singh, Nambardar, by extending the date of agreement (BEANA) of Satvir Kaur upto 02.08.2019, the same was reduced into writing at the backside of the BEANA (agreement) and appended their signatures on the same. Thereafter, the second party Avtar Singh by receiving more amount of Rs.5 lakhs from Sikander Singh on 08.08.2016, had also extended date of his own BEANA (agreement) upto 02.08.2019 in the presence of the witnesses and by reducing into writing the same effect on the backside of the agreements (BEANAs), had appended their respective signatures in the presence of the witnesses. The above mentioned applicant Sikander Singh had reached the Tehsil at Ropar on the date fixed for execution of registered sale deed i.e. 02.08.2019, as per the terms and conditions of the agreement (BEANA), but the second party Satvir Kaur and Avtar Singh didn't reach the Tehsil office. Sikander Singh has already get marked his presence by appearing before the Tehsildar, Rupnagar, copy of which is attached with the record. Satvir Kaur and Avtar Singh has already sold the land to some persons named Mewa Singh, Kishan Chand sons of Yad Ram resident of Pallanpur, Tehsil Block Majri, District S.A.S. Nagar, pertaining to which land they had entered into an agreement (BEANA) with the applicant Sikander Singh, copies of registered sale deeds of which are attached herewith the record. In this manner, it is found that Avtar Singh and Satvir Kaur both husband/wife by conniving with each other have committed a fraud with the applicant Sikander Singh by receiving an amount of Rs.38 lakhs from the applicant Sikander Singh by entering into agreements (BEANAs) pertaining to their land bearing common Khata and lateron by getting executed registered sale deeds pertaining to the above land in favour of some other person(s). Therefore, it acceptable, an appropriate order may please be passed to the S.H.O. Police Station City Rupnagar for registering a case under section 420 I.P.C. against

Avtar Singh and Satvir Kaur. Report is presented herewith for appropriate order. Sd/- Deputy Superintendent of Police, Detective, District Rupnagar."xxx"

3 In nutshell the allegations against the petitioner are of having entered into an agreement to sell with the complainant. Thereafter availing loan facility and extending the date of execution of sale deed on the pretext of repaying the loan amount to the bank and for that receiving further amount from the complainant and finally selling the land to a third person.

4. Counsel for the petitioner submits that whole of the case built up by the complainant is on the basis of forged and fabricated documents and thus the petitioner cannot be denied pre-arrest bail as the petitioner is ready to join the investigation.

5. Counsel for the complainant on the other hand submits that from the conduct of the petitioner it is evident that the intent to dupe the complainant was there from the inception and immediately after entering into agreement to sell the land was mortgaged by the petitioner and finally the part of land was sold to some third person.

6. I have heard counsel for the parties and have gone through records of the case.

7. As per settled law laid down by Apex Court in **Gurbaksh Singh Sibbia vs. State of Punjab, 1980 (2) SCC 565**, reiterated in **Sushila Aggarwal and others Vs. State (NCT of Delhi) and another, 2020 (5) SCC 1**, the Court while considering his prayer for pre-arrest bail has to

consider as to whether the accusation appears to be actuated by mala fides, nature of seriousness of the proposed charges, the role attributed to the applicant and the probabilities of securing presence of the applicant during the course of trial and as to whether there is any apprehension that the applicant will tamper with the witnesses or evidence.

8. It is the aforesaid considerations which need to be balanced by the Courts while considering grant of pre-arrest bail.

9. When present case is viewed from the prism of afore-stated considerations, this Court finds that there is nothing on record to show that the allegations levelled against the petitioner are motivated. As noticed by the Apex Court in the case of **'Pratibha Manchanda & Anr. vs. State of Haryana & Anr., 2023(3) R.C.R.(Criminal) 511** exponential increase in the properties has led to a separate class of offence wherein scammers create fake land titles, forged sale deeds and manipulate land records to show false ownership, false possession and encumbrance-free status of the properties. Organized crime networks plan and execute the aforesaid illegal activities resorting to intimidation and threats to force vulnerable individuals to vacate their properties.

10. Keeping in view the seriousness of the allegations levelled against the petitioner and the mode and manner in which the petitioner has duped the complainant, this Court does not find it to be a case for grant of pre-arrest bail.

11. Resultantly, the instant petition is dismissed.

12. Needless to say nothing observed hereinabove shall be construed as an expression on the merits of the case.

January 30, 2024		(Pankaj Jain)
Dpr		Judge
Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No