

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CRM-M No.10888 of 2024
Date of Decision: 04.04.2024

RAVINDER SINGH
Vs
STATE OF HARYANA

.....Petitioner(s)

....Respondent(s)

CORAM: *HON'BLE MR. JUSTICE HARKESH MANUJA*

Present: Mr. Jaspreet Singh Brar, Advocate
for the petitioner.

Mr. Rajiv Sidhu, D.A.G., Haryana.

Mr. Sanchit Punia, Advocate
for the complainant.

HARKESH MANUJA, J. (Oral)

1. Prayer in the present petition filed under Section 438 Cr.P.C., is for grant of anticipatory bail to the petitioner, in case bearing FIR No.0098 dated 14.04.2023 registered under Sections 406 and 420 IPC (Section 120-B IPC added later on) at Police Station Saha, District Ambala, Haryana.
2. The petitioner has been implicated having witnessed 10 agreements regarding the property in question which was subject matter of a previous agreement dated 30.04.2021 executed between Gaurav Rana (vendor) and Sukhdev Singh along with one Balwinder Singh being vendees regarding 16 Kanals of land situated in village Sambhalkha, Sub-Tehsil Saha, District Ambala.
3. Learned counsel for the petitioner refers to the terms and conditions of agreement to sell dated 30.04.2021 wherein a right of assignment has been conferred upon the purchasers-vendees. Learned counsel further submits that no

offence was committed by the petitioner by having witnessed 10 agreements pertaining to the alienation of land measuring 1745 sq. yards which were executed by one of the prospective vendee namely Balwinder Singh; the area being much less than his share in the agreement dated 30.04.2021 and, thus the petitioner deserves concession of anticipatory, having committed no offence at all.

4. Further learned State counsel even on the instructions from the Investigating Officer of Police Station Saha, District Ambala submits that the petitioner has joined the investigation in compliance of order dated 01.03.2024 and is not required at present for further investigation of the case.

5. On the contrary, serious opposition has been raised by learned counsel representing the complainant while submitting that the petitioner despite having been witness to the agreement to sell dated 30.04.2021 could not have witnessed subsequent agreements pertaining to the same property especially when one of the prospective vendee namely Sukhdev Singh was not party to those subsequent agreements and, thus, petitioner does not deserve concession of anticipatory bail.

6. I have heard learned counsel for the parties and gone through the paper book. I find substance in the submissions made on behalf of the petitioner.

7. In the present case agreement to sell dated 30.04.2021 having been executed by Gaurav Rana being prospective vendor with Sukhdev Singh and Balwinder Singh being prospective vendees, pertains to 16 Kanals of land which was witnessed by the petitioner whereas 10 subsequent agreements got executed by Balwinder Singh through Gaurav Rana in favour of 10 different persons only relate to 1745 sq. yards of land though all been witnessed by the petitioner, however the same fell much short of 08 Kanals of land i.e. the share of the

prospective vendee namely Balwinder Singh; especially when under the agreement to sell dated 30.04.2021, right of assignment was specifically conferred upon the prospective vendees and, thus from the contents of the allegations leveled in the FIR, *prima facie* no offence under Sections 406, 420 and 120-B IPC is being made out against the petitioner. Moreover, as per learned State counsel the petitioner has already joined the investigation in compliance of order dated 01.03.2024 passed by this Court.

8. Having considered the aforesaid facts and circumstances, the petition is allowed. Order dated 01.03.2024 passed by this Court, is hereby made absolute. However the petitioner shall keep on joining the investigation as and when called upon and shall abide by all the conditions as envisaged under Section 438(2) Cr.P.C.

April 04, 2024
Atik

(HARKESH MANUJA)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No