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

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Date of decision : 21.03.2024

1. CRM-M-15632-2023 (O&M)

Tejinder Singh ...... Petitioner

versus

State of UT Chandigarh and another ...... Respondents

2. CRM-M-24807-2023 (O&M)

Tejinder Singh ...... Petitioner

versus

State of UT Chandigarh and another ...... Respondents

3. CRM-M-24812-2023 (O&M)

Tejinder Singh ...... Petitioner

versus

State of UT Chandigarh and another ...... Respondents

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. Raj Kumar Gupta, Advocate
for the petitioner.

Proxy for
Ms. Simsi Dhir Malhotra, APP, U.T. Chandigarh.

Mr. Bipan Ghai, Senior Advocate with
Mr. P.S. Bindra, Advocate and
Mr. Nikhil Ghai, Advocate
for respondent No.2 in CRM-M-15632-2023.

Mr. Umang Bansal, Advocate
for respondent No.2 in CRM-M-24807-2023.

Mr. M.S. Dalal, Advocate
for respondent No.2 in CRM-M-24812-2023.

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PANKAJ JAIN, J. (Oral)

1. Present petitions have been filed seeking cancellation of pre-arrest bail granted to respondent No.2-Gurminder Singh in FIR No.09 dated 26.01.2003, registered for the offences punishable under Sections 419, 420, 467, 468, 471 and 120-B of IPC at Police Station South Sector 34, District Chandigarh.

2. FIR was got registered on the basis of the following allegations:-

> "1. That the complainant along with his partner; Shri Tanbir Chahal son of Late Shri H.S. Chahal, resident of Flat No. 30, GH-29, MDC Sector-5, Panchkula decided to purchase some land measuring 44 Bigha 18 Biswa in Khasra No. 377(11-3), 378(6-7), 379(12-1), 514/380(4-10) and 381(10-17), situated at Village Islamnagar, Tehsil Kalka, District Panchkula, which was owned by one Satwant Kaur wife of Late Harnam Singh, resident of # 531-32 Upper Mohalla, Kalka. 2. That accordingly, an agreement dated 10.11.2005 was executed between the complainant and Satwant Kaur; owner of the property. The rate of property was agreed between the parties @ Rs. 4,60,000/- Per Bigha and Rs. 20,00,000/- was paid as earnest money/biana and the remaining amount was to be paid at the time of the execution of the sale deed. It is relevant to mention here that it was specifically mentioned in the said agreement that the complainant would have the right to sell the said property to any third party/person before the execution of sale deed and the owner will execute the sale deed in favour of that third party/person on

the asking of the complainant. 3. That the above mentioned agreement to sell dated 10.11.2005 was materialized between the complainant and the owner through the Broker; Gurminder Singh son of Mohan Singh, resident of H. No. 2194, Sector-38, Chandigarh, to whom the complainant had made the payment of Rs. 20,00,000/- as earnest money/biana (Rs. 1,50,000/- by way of cash and for the remaining amount of Rs. 18,50,000/-, Cheques No. 465125 and Cheque No. 465124 dated 10.11.2005 were issued in favour Satwant Kaur (seller) drawn on Haryana State Cooperative Bank, Sector 28, Chandigarh). 4. That the accused Gurminder Singh signed the agreement to sell on the behalf of the complainant. The aforesaid payment of Rs. 20,00,000/- was handed over to accused Gurminder Singh at the complainant's residence in the presence of the complainant's partner Shri Tanbir Chahal and Shri Sanjay Verma resident of House No. 1048, Sector 38, Chandigarh. It is relevant to mention here that accused Gurminder Singh was the broker for the deal and was to be paid 1% commission on the said deal. 5. That, thereafter, accused Gurminder Singh approached the complainant with an offer that a company namely IREO, SCO No. 6-7, Sector 9, Chandigarh is interested to purchase the land regarding which the complainant has executed the above mentioned agreement to sell. The accused Gurminder Singh assured the complainant that he and his partner can get a good profit out of the deal and he persuaded the complainant to give him the authority to make deal with the IREO company on behalf of the complainant and his partner and also took their signatures on certain papers by stating that the said papers are required to authorise him the make deal with the IREO Company. 6. That thereafter the sale deed of the above mentioned property was executed in favour of the IREO Company directly through Satwant Kaur (seller). It is relevant to mention here that at the time of the sale deed Gurminder Singh assured the complainant that he will get the payment from the IREO Company through cheques in the name of the complainant. 7. Thereafter, accused Gurminder Singh tried to lure the complainant with various schemes to re-invest the amount to be taken from IREO Company, in the same very IREO Company and on this ground he kept on delaying the payment on one pretext or the other. In spite of constant demand made for handing over the cheques and payment to the complainant, accused Gurminder Singh kept on making various excuses and dilly-dallying the issue of payment. 8. That when accused Gurminder Singh failed to hand over cheques of payment received from IREO Company to the complainant then the complainant contacted IREO Company and was shocked to know from there that accused Gurminder Singh has already collected the entire payment from the IREO Company by falsely representing that he is authorised to receive the payment cheques by the complainant and his partner from IREO Company. The said fraud has been committed by accused Gurminder Singh with a preconceived intention to cheat the complainant. The accused Gurminder Singh received a total amount of Rs. 3,06,25000/- from the IREO Company Office, SCO 6-7, Sector 9, Chandigarh. The accused received an amount of Rs.

1,81,75,000/- through pay orders/cheques issued in the name of complainant, Tejinder Singh son of Tarlok Singh, residence of 1045/36-C, Chandigarh whose detail are as under: - CHEQUES ISSUED IN THE NAME OF TEJINDER SINGH (COMPLAINANT) Date 09.08.2007 Pay Order No. 001310 amount Rs. 10,00,000/-, 09.08.2007 Pay Order No. 001311 amount Rs. 12,50,000/-, 14.08.2007 Cheque No. 000007 amount Rs. 23,00,000/-, 14.08.2007 Cheque No.000006 amount Rs. 23,00,000/-, 14.08.2007 Cheque No. 000005 amount Rs. 22,00,000/-, 14.08.2007 Cheque No. 000003 amount Rs. 30,00,000/-, 14.08.2007 Cheque No. 000004 amount Rs. 30,00,000/-, 21.08.2007 Cheque No. 0000013 amount Rs. 31,25,000/-, Total amount RS. 1,81,75.000. 9. That the complainant also came to know that the accused Gurminder Singh Forged some document and got issued some payment cheques from IREO Company in the name of one Sanjay Sharma son of S.D. Sharma resident of Sector, 40, Chandigarh who was not at all remotely connected with the complainant or the property in question. The said fraud has been committed by accused Gurminder Singh with a preconceived intention to cheat the complainant by embezzling the amount in connivance with the above mentioned Sanjay Sharma. The details of payment of Rs. 1,24,50,000/- made through pay order/cheques in the name of Sanjay Sharma collected from IREO company are as under: CHEQUES ISSUED IN THE NAME OF SANJAY SHARMA Date: 09.08.2007 Pay Order No. 001312 amount Rs. 10,00,000/-, 09.08.2007 Pay Order No. 001313 amount Rs. 500,000/-, 14.08.2007 Cheque

No. 0000010 amount Rs. 17,00,000/-, 14.08.2007 Cheque No. 000008 amount Rs. 17,00,000/-, 14.08.2007 Cheque No. 000009 amount Rs. 16,00,000/-, 14.08.2007 Cheque No. 0000014 amount Rs. 20,00,000/-, 14.08.2007 Cheque No. 0000016 amount Rs. 18,00,000/-, 21.08.2007 Cheque No. 0000015 amount Rs. 20,00,000/-, 21.08.2007 Cheque No. 0000652 amount Rs. 1,50, Total 1,24,50,000/- 10. That Gurminder Singh instead of handing over the cheques to the complainant misappropriated the same by opening a fictitious Bank Account No. 34760 in the name of "TEJINDER" at the Punjab State Co Operative Bank, Sector 32, Chandigarh. The said Bank Account No. 34760 was got opened in the name of "TEJINDER" and a fake address of "TEJINDER" was given as H. No. 4671/22, Ambala. Thereafter the accused Gurminder Singh got en-cashed all the above mentioned pay orders/cheques worth Rs. 1,81,75,000 which were in fact issued in the name of the complainant. The said act of fraud, cheating, misrepresentation and embezzlement has been committed by the accused Gurminder Singh and Sanjay Sharma in connivance with the IREO Company officials and the Manager/Bank Officials of Punjab State Cooperative Bank, Sector 32, Chandigarh. 11. That after coming to know about the above mentioned facts, the complainant along with his partner Shri Tanbir Chahal and Shri Sanjay Verma contacted Gurminder Singh at his office premises situated in Sector 40, Chandigarh on 08.01.2013 and asked him to pay the entire amount of Rs. 3,06,25,000/- embezzled by him and Sanjay Sharma in connivance with the IREO Company officials and the Manager/Bank Officials of Punjab State Cooperative Bank, Sector 32, Chandigarh, but accused Gurminder Singh threatened the complainant and his partner that he is having good relations with hardcore criminals and he will get the complainant and his partner killed from them in case they tried to recover amount from him or they approached the police. 12. Thereafter, the complainant was constrained to file a written Police Complaint No. PW201300516 dated 17.01.2013 with the Chandigarh Police, but instead of investigation the matter in detail, the Police pressurized the complainant to settle the matter with accused Gurminder Singh. A simple worded so called compromise was effected on 25.02.2013 with an oral understanding that the accused Gurminder Singh shall return the entire amount of Rs. 3,06,25,000/ within one year. In the month of February 2014, accused Gurminder Singh returned Rs. 14,00,000/- vide Cheque No. 327167 of Rs. 04 lacs, Cheque No. 327168 of Rs. 04 lacs and Cheque No. 327170 of 06 lacs all Cheques drawn on United Bank of India, Sector 40/D, Chandigarh. It is pertinent to mention here that the two cheques of Rs. 04 lacs each were en-cashed, but the cheque of Rs. 06 lacs was returned unpaid by the bank. 13. After that the complainant tried to contact the accused Gurminder Singh, but he shifted his place of residence from his previous address. The complainant tried to locate accused Gurminder Singh but he was absolutely untraceable. The complainant tried to contact the Chandigarh Police as well, but his grievance was not at all addressed by the Police due to the reason that accused

Gurminder Singh is closely related to Inspector Amanjot Singh of Chandigarh Police as the younger sister of accused Gurminder Singh is married with Pushpinder Singh, who is real elder brother of Inspector Amanjot Singh of Chandigarh Police. It is important to mention here that the said Pushpinder Singh has signed as a witness on the simple worded so called compromise dated 25.02.2013. 14. That now with great hardship the complainant has been able to trace the whereabouts of the accused Gurminder Singh, who is now a day's residing at H. No. 2194, Sector-38, Chandigarh. 15. The complainant has again tried to ask the accused Gurminder Singh to return his hard earned money, but to his astonishment the accused Gurminder Singh has flatly refused and also threatened and intimidated the complainant to get him falsely implicated in some false narcotics or any other false case with the help of his relative Inspector Amanjot Singh of Chandigarh Police. It is therefore respectfully prayed that strict legal action may kindly be taken against the above mentioned accused Gurminder Singh, Sanjay Sharma, IREO Company officials and the Manager/Bank Officials of Punjab State Cooperative Bank, Sector 32, Chandigarh as they all have committed fraud and cheated by embezzling the hard earned money of Rs. 3,06,25,000/- of the complainant and his partners and the above named accused persons may be arrested after lodging an FIR in this regard. It is also requested that I may be provided security and if anything untoward happens to me or my family in between then the accused Gurminder Singh, his relative Pushpinder Singh and Inspector Amanjot

Singh shall be responsible for the same. Thanking you sd/-Tejinder Singh."

3. Respondent-accused joined investigation and the pre-arrest bail was made absolute vide impugned order dated 07.02.2023 passed by Additional Sessions Judge, Chandigarh. Admittedly, till date there is no allegation of the accused violating any conditions of the bail.

4. Counsel for the petitioner however have emphatically submitted that while granting pre-arrest bail, the Courts below have not gone through the allegations levelled against the petitioner which were serious and were enough to deny discretionary relief of pre-arrest bail in terms of law laid down by Constitution Bench of Supreme Court in ***Gurbaksh Singh Sibbia vs. State of Punjab, 1980(2) SCC 565*** **and** ***reiterated in Sushila Aggarwal and others Vs. State (NCT of Delhi) and another, 2020 (5) SCC 1.***

5. Mr. Gupta submits that it is a case wherein the accused were guilty of having forged and fabricated documents in form of Adhar Card. Even someone else's photograph was used to open the bank account in the name of the petitioner. He thus submits that there being widespread allegations of forgery and fabrication of documents against the petitioner, he ought not have been granted pre-arrest bail.

6. *Per contra*, Mr. Ghai has taken this Court to the various documents showing that the matter was repeatedly being raked by the complainant-petitioner and was being compromised. Reference is being made to the compromise dated 25.02.2023 (Annexure R-1), compromise dated 30.01.2013 (Annexure R-2) and further documents R-3, R-4 dated 17.05.2018, R-5 dated 14.05.2018 and further submits that the said facts

have not been controverted by the complainant by filing any rejoinder to the written statement.

7. I have heard counsel for the parties and have gone through the records of the case. The prime allegations relate to dispute between the petitioner and Gurminder Singh respondent in **CRM-M-15632-2023.** In the reply filed by said Gurminder Singh, it has come on record, that petitioner initially preferred complaint dated 17.01.2013 against the respondent which was compromised vide settlement deed dated 25.02.2013. The terms thereof read as under:-

> "1. That Party no. 1 and Party no. 2 were jointly in the business of sale purchase of properties however due to communication gap between the parties a dispute arose regarding money transaction.
> 2. That as there were some doubts in the mind of Party no.1 so he filed complaint against Party no.2 making allegation of embezzlement of the amount and opening of a bank account and getting PAN card on the name of Party no. 1 and also allegation levied against Mr. Sanjay Sharma.
> 3. That now the dispute between the parties has finally been sorted out and all the doubts of Party no. 1 regarding opening of bank account and transaction thereof and getting Pan card have been cleared by Party no. 2 and Party no. 1 is also assured that the said allegations were made due to communication gap / dispute between the parties.
> 4. That now both the parties have sorted out their all disputes and accounts are cleared on both sides including pertaining to Mr. Sanjay Sharma account, and both the parties will not make complaints against each other in the future regarding their money disputes or bank accounts.
> 5. The Party no.1 will be bound to withdraw the complaint filed against Party no. 2 and Party no. 2 has also assured the Party no.1 that he will not file any compliant against Party no. 1 regarding the above mentioned dispute.
> 6. That both the parties have agreed to reduce the compromise into writing and both have signed the compromise deed in the presence of witnesses after admitting the contents of compromise to be correct and true and that both the parties would be bound by

> the terms and conditions of the compromise and will not make complaint against each other in future and all the complaints led against each other would be withdrawn with immediate effect."

8. Based upon the settlement, the complaint was closed. The petitioner as well as Tanbir Chahal again executed affidavits dated 17.05.2018 placed on record as Annexures R-4 and R-5 with respect to the same transaction giving no dues. Allegation in the present case also relate to the same property transaction vis-a-vis which the aforesaid settlement and the affidavits have been executed. It is discernible from the record that the respondents were made to join investigation by lower Court. They joined the same and thereafter the order granting them interim bail was made absolute. In somewhat similar circumstances, Apex Court in the case of ***"Ashok Kumar vs. State of Union Territory Chandigarh"*** held as under:-

> "11. One good ground which has persuaded us to exercise our discretion in favour of the appellant is that the appellant has already joined the investigation. He has cooperated in the investigation so far.
>
> 12. There is no gainsaying that custodial interrogation is one of the effective modes of investigating into the alleged crime. It is equally true that just because custodial interrogation is not required that by itself may also not be a ground to release an accused on anticipatory bail if the offences are of a serious nature. However, a mere assertion on the part of the State while opposing the plea for anticipatory bail that custodial interrogation is required would not be sufficient. The State would have to show or indicate more than prima facie why

> the custodial interrogation of the accused is required for the purpose of investigation."

9. Apart therefrom, there is no allegation against any of the petitioners of having violated the terms of the bail till date.

10. So far as the question with respect to impersonation and using the photographs of the different persons for opening the bank account is concerned, whole of the evidence is in form of document which is already in possession of the investigating agency and thus this Court does not find any circumstance to interfere in the order passed by the Courts below granting pre-arrest bail to the petitioner.

11. Resultantly, the present petitions are dismissed.

12. A photocopy of this order be placed on the files of other connected cases.

13. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

(PANKAJ JAIN)
JUDGE

21.03.2024
Dinesh

Whether speaking/reasoned : Yes

Whether Reportable : No