

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M No.20516 of 2024
Reserved on: 09.08.2024
Pronounced on: 30.08.2024

Navdeep Dhawan ...Petitioner

Versus

State of Punjab ...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Ritesh Pandey, Advocate
for the petitioner.

Ms. Swati Batra, DAG, Punjab
(Through video conferencing).

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
155	07.10.2023	City Batala Distt Batala	420, 465, 467, 468, 471, 120- B IPC

1. The petitioner apprehending arrest in the FIR captioned above has come up before this Court under Section 438 CrPC, 1973, seeking anticipatory bail.
2. Vide order dated 25.04.2024, the petitioner was granted interim bail, which continues to date.
3. Facts of the case are being taken from reply dated 11.07.2024 which reads as under:

“the brief facts of the case are that petitioner/accused Puran Chand Pyasa entered into an agreement with the complainant Rajinder Singh on 06.01.2022 for sale of land measuring 42 kanals 11 marlas situated at villages Dheer and Sahabpur to him at the rate of Rs.43,00,000/- per acre. He received Rs.55,00,000/- as an earnest money at the time of the said agreement. The said agreement was executed by him on his own behalf and on behalf of his son Parshant and daughter Prathma. It is needless to mention here that aforesaid Parshant and Prathma are also co-owners in the said land in question. The said agreement is regarding sale of land owned by his son and daughter also. The complainant has alleged that later on Puran Chand Pyasa started threatening to alienate the property to someone else and he alienated a part of the property in question to one Surinder Singh vide sale deed dated 20.05.2022. However, at the same time, he entered into another agreement with complainant Rajinder Singh

whereby he agreed to sell land belonging to his daughter Prathma and son Parshant to Rajinder Singh. He had returned the amount of Rs.35,00,000/- out of the earnest money received under the previous agreement to the complainant and under the new agreement for land measuring 20 Kanals 17 Marlas entered with the complainant on 18.05.2022, the amount of Rs. 20,00,000/-, paid under the previous agreement, had been adjusted as earnest money. Thereafter, he received certain more amounts under the said agreement and in total he has received Rs.64,33,000/- from the complainant under the agreement in question and now sale deed is not being executed in his favour. Accused Navdeep Dhawan, claiming to be attorney of Prathma, the daughter of the petitioner/accused, has filed a suit for injunction against Hoshiar Singh, the father of the complainant, and other persons. The petitioner/accused has also been arrayed as defendant in the said suit. The power of attorney utilized by Navdeep Dhawan for filing the said suit is forged document. The said power of attorney purports to have been executed by Prathma on 19.10.2021 whereas Notary Public A.S.Randhawa, who has attested the said power of attorney, made a statement during inquiry that in fact the said power of attorney was got attested from him on 07.06.2023.

5. That, it is humbly submitted that co-accused Puran Chand Pyasa has received Rs.64,33,000/- towards earnest money for the land in the names of Prathma and Parshant and now he has denied the said agreement and in fact he has got filed the civil suit on behalf of Prathma against Hoshiar Singh, Dr. Satnam Singh Nijjar and himself. The power of attorney relied upon by Navdeep Dhawan for filing the said suit is a forged document. From the bare perusal of the power of attorney it is made out that same had been got attested from Notary Public on 07.06.2023 and date 07.06.2023 is covered under the seal of Notary Public, Said date has been covered by the accused by affixing two more seals purporting to be those of Notary Public. The Notary Public Shri A.S. Randhawa, Advocate, has specifically stated that the said seals had not been affixed by him and the date 07.06.2023 has been covered by the said seals. Sonia Rani, Councilor, who has signed the said power of attorney has also stated that she did not affix the seal showing the date 19.10.2021 under her signatures and even the said seal has been fabricated. Prathma, the executant of the said power of attorney, has denied the said document. The petitioner/accused and co accused Puran Chand Pyasa had been wrongly alleging that she is settled in Australia but in fact, she is living at Pune. She has specifically stated that she is not on speaking terms with her father. It is clear that firstly co-accused Puran Chand Pyasa received the huge amount towards the earnest money for sale of the land belonging to his daughter and son when he has no authority to enter into agreement on their behalf. Thereafter, he fabricated the power of attorney and got filed a suit through petitioner/accused Navdeep Dhawan.”

4. The petitioner's counsel argues that he is entitled to bail on parity with the similarly placed accused Puran Chand Pyasa.

5. The petitioner's counsel prays for bail by imposing any stringent conditions. The petitioner's counsel argued that the custodial investigation would serve no purpose whatsoever and the pre-trial incarceration would cause an irreversible injustice to the

petitioner and family.

6. The State's counsel opposes the bail and has referred to para 6 of the reply which reads as follows:

"A) Role of the petitioner

6. That, it is humbly submitted that the accused Puran Chand Pyasa entered into an agreement dated 06.01.2022 for sale of his own land as well as land of the share of his daughter Prathma and son Parshant and received the earnest money from complainant Rajinder Singh. Thereafter, he executed the sale deed regarding the property to the extent of his share in favour of Surinder Singh on 20.05.2022. Even if it be assumed that said sale deed was executed in favour of Surinder Singh by him with the consent of the complainant, still it prima facie appears that he had executed an agreement dated 18.05.2022 for sale of the land of the share of his daughter Prathma and son Parshant to complainant Rajinder Singh. The fact that he has received Rs. 10,00,000/- from the complainant Rajinder Singh through cheque on 01.06.2022 and that amount of Rs. 10,50,000/- was deposited by the complainant in the bank account of Prathma on 24.01.2023 are not in dispute. If Puran Chand Pyasa would not have entered into agreement dated 18.05.2022 for sale of the land of the share of his son and daughter, then there was no question of receipt of any money by him from the complainant after 20.05.2022. It is difficult to believe that he was receiving the sale consideration pertaining to his own share from the complainant after the execution of the sale deed in favour of Surinder Singh. Moreover, accused Puran Chand Pyasa has retired from the post of Deputy Excise and Taxation Commissioner and it seems improbable that his signatures and thumb impression had been obtained on blank papers. Thus, it is made out that not only he executed the agreement regarding sale of the land of his son and daughter, he even got filed a civil suit against himself and other persons by fabricating a power of attorney purporting to have been executed by his daughter Prathma. On 07.06.2023 is mentioned under the seal of the Notary Public but the said date has been mischievously covered by affixing two more seals of the Notary Public. From the manner in which the said seals have been affixed it is apparent that same have been affixed just to cover the date mentioned thereon. Notary Public Shri A.S.Randhawa has denied to have affixed any such seals. Sonia Rania, Municipal Councilor, has stated that she never affixed seal showing date 19.10.2021. Moreover, Prathma, the executent of the said power of attorney, has denied execution thereof. Thus, it is made out that said power of attorney has been fabricated for getting the suit filed. It is apparent that petitioner/accused Navdeep Dhawan had also connived with accused Puran Chand Pyasa and he has filed the suit to help him. When the accused are indulging in such like fraudulent activities, they are not entitled to concession of anticipatory bail.

The petitioner/accused had been granted interim bail and he had joined the investigation. The petitioner was asked to make the telephonic conversation with Prathma of the Investigating officer, the daughter of Puran Chand Pyasa. However, the accused/petitioner failed to make the Investigating Officer talk with

Prathma. However the Investigating Officer had a telephonic talk with Prathma through Rajiv Khullar son of Baldev Mitter Khullar. An entry vide DDR No.19 has been made on 27.11.2023 by the Investigating Officer with regard to his telephonic conversation with Prathma. As per the said entry relating to conversation between Ms. Prathma and the Investigating Officer, Prathma has denied the execution of power of attorney dated 19.10.2021. She has stated that she has been living at Pune for the last three years. Petitioner/accused Navdeep Dhawan is her Manager appointed to look after her properties as well as her gas agency but she has not executed any power of attorney dated 19.10.2021 in his favour. She further disclosed that she has executed the sale deed regarding some part of her land in favour of the complainant Rajinder Singh and Satnam Singh on 17.11.2023.

7. The main accused Puran Chand Pyasa was granted interim bail vide orders dated 24.01.2024 passed in CRM-M-61182-2023 which was made absolute later vide order dated 28.02.2024 by the coordinate Bench of this Court.

8. The petitioner was granted interim bail and during the interregnum, there is no allegation that he had intimidated the witnesses, hampered the investigation, or, despite being called to join the investigation, did not appear before the investigator. Given the above, there would be no justification to discontinue the interim protection, which is made absolute subject to the petitioner complying with the terms of the bail order and the following additional conditions.

9. **Petition allowed** in terms mentioned above. Interim order is made absolute. All pending applications, if any, stand disposed of.

(ANOOP CHITKARA)
JUDGE

30.08.2024
Sonia Puri

Whether speaking/reasoned:	Yes
Whether reportable:	No.