

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-21063-2024
Date of decision: 18.05.2024

Mohit Sharma @ MohitPetitioner.

Versus

State of HaryanaRespondent.

CORAM:- HON'BLE MR. JUSTICE SANJIV BERRY

Present:- Mr. Parveen Kaushik, Advocate,
for the petitioner.

Mr. Pawan Kumar Jhanda, DAG, Haryana.

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SANJIV BERRY, J. (ORAL)

By way of present petition filed under Section 438 Cr.P.C,
the petitioner seeks anticipatory bail in case FIR (Annexure P-1) as
under: -

FIR No.	Dated	Sections	Police Station
394	22.11.2022	420, 467, 468, 471, 120-B, 506 IPC (201 IPC added lateron)	Sector 06 Bahadurgarh, District Jhajjar.

2. It is, *inter alia*, contended by learned counsel for the
petitioner that the petitioner is innocent and is not the beneficiary of the
alleged crime. He contends that the petitioner had signed as an attesting
witness thereon in good faith and not committed any crime. He
contends that the petitioner is ready to join investigation and as such
prays for grant of anticipatory bail to the petitioner.



3. Per contra, learned State counsel, referring to the reply dated 15.05.2024, submitted by the State by way of an affidavit of Assistant Commissioner of Police, Bahadurgarh, District Jhajjar, has contended that the petitioner has actively participated in the crime wherein a fake agreement to sell dated 31.12.2021 was prepared with active connivance of the petitioner wherein the petitioner signed as attesting witness identifying one Dharambir to be the seller of the property. He has submitted that on the basis of the said agreement, the petitioner along with the co-accused had taken Rs. 80.00 lacs as earnest money and on verification, it was found that the said land was already sold by its actual owner Darambir etc in favour of one Suresh son of Ramphal. As such, learned State counsel prays for dismissal of the bail petition as the custodial interrogation of the petitioner is required to unearth the *modus operandi*.

4. After hearing the arguments and perusing the record, it transpires that instant FIR was registered on the complaint moved by one Sunil Sharma alleging that as he was requiring some land for the purpose of his business, on 14.12.2021, he along with Kuljeet Singh made the accused Ridham Aggarwal, Manish Singhal and the present petitioner to show him the land in question stating that they have purchased the same on the agreement to sell from Dharambir etc and they will sell the same to the complainant and believing the same the complainant paid different amounts as earnest money on different dates thereby paying Rs. 80 lacs as earnest money with the condition that the



sale deed would be executed on 20.07.2022 but on that date, when the complainant went to pay the balance sale consideration and asked the accused for execution of the sale deed, they refused. On inquiry, it was found that the accused had prepared fake agreement to sell from Darambir etc who had already sold the land to one Suresh earlier. Hence, the instant FIR was registered.

5. Considering the facts and circumstances of the case, it transpires that the petitioner happens to be the attesting witness of the alleged agreement to sell whereby the accused had pretended to sell the land in question to the complainant and received Rs. 80 lacs as earnest money. It has come in investigation that the said land was already sold by Darambir etc in favour of one Suresh. The petitioner has played active role in the entire transaction. As per the reply submitted by the State (supra), the petitioner had purchased the stamp paper on which the alleged fake agreement was executed and moreover, he signed as the attesting witness thereof identifying the seller Dharambir etc and shown this agreement to the complainant on the pretext of which the accused received an amount of Rs. 80 lacs. Further an amount of Rs. 2.00 lacs was also paid out of the amount of earnest money received by the co-accused, namely Ridham Aggarwal to the account of the petitioner through cheque. As stated above, it has come in the investigation that the alleged seller had already sold the land to one Suresh and had not executed the agreement in question with the accused. Considering the nature and gravity of offence, the petitioner

deserves no concession of anticipatory bail at this stage as his custodial interrogation is required to unearth the *modus operandi*.

6. In these circumstances, no case is made out in favour of the petitioner for grant of anticipatory bail. As a consequence, instant petition is hereby dismissed.

18.05.2024
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(SANJIV BERRY)
JUDGE

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| i) | Whether speaking/reasoned? | Yes/No |
| ii) | Whether reportable? | Yes/No |