

2024:PHHC:072833



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

CRM-M-24522-2024
Date of Decision : **22.05.2024**

VIJAY KUMARPetitioner

VERSUS

STATE OF PUNJABRespondent

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present : Mr. Bhanu Pratap Singh, Advocate
for the petitioner.

Mr. Akshay Kumar, AAG, Punjab.

Mr. Inderjit Singh Kooner, Advocate,
for the complainant.

KULDEEP TIWARI, J.(Oral)

1. Through the instant petition, as instituted under Section 438 of the Cr.P.C., the petitioner has sought the concession of anticipatory bail, in case FIR No.115, dated 06.04.2024, under Sections 406/420 of the IPC, registered at Police Station City, Hoshiarpur.
2. Mr. Inderpreet Singh Kooner, Advocate, has caused appearance on behalf of the complainant, through a validly executed power of attorney in his favour, which is taken on record.
3. The gist of the allegations as culled out by the learned Additional Sessions Judge, Hoshiarpur, while declining the relief of anticipatory bail, reads as under:-

“7. The complainant has levelled allegations that he is running sale of garments in the name and style of 'Sethi Garments, in a shop at Clock Tower, Hoshiarpur, obtained on lease from Punjab Wakf Board. The bail applicant stated to have been acquainted with Wakf Board officers and he get the lease of property of Punjab Wakf Board in the name of customers and he had been accompanying the officials of Punjab Wakf Board to the shops of the complainant, in order to get obtained rent/lease amount. Therefore, complainant knew bail applicant also. Accused Samual Kumar remained posted in the office of Punjab Wakf Board, Canal Colony, Tanda Road, Hoshiarpur, in the year 2018. Both the accused in the month of June/July, 2018 had visited the shop of complainant once or twice, therefore, complainant also got acquainted with accused Samual Kumar. Both the accused came to the shop on 10.07.2018 and they proclaimed that they had come for the purpose of measurements of Punjab Wakf Board land 2/2 ½ acre near Mosque, Jalandhar Road, near Raj Scan Centre Hoshiarpur, and the lease deed has to be executed and, if, complainant wants to get the land in his favour, he has to incur sum of Rs.25 Lakhs. After due consultation on 15.07.2018, complainant called both the accused to his house and deal was finalized at the rate of Rs.24 Lakhs and then both the accused were called in the house of complainant on 17.07.2018, where they were handed over an amount of Rs. 2 Lakhs and application was also obtained from complainant for allotment of Wakf Board by accused and they further assured that the lease deed will be executed in his favour within one year. The accused obtained cash amount to the tune of Rs.20,000/- on 22.07.2018 and Rs.50,000/- on 25.07.2018. The accused has been meeting complainant from time to time and assuring that the work is in progress and file will be approved from the office of Wakf Board, Chandigarh, in the third week of August, 2018. Both the accused came to the complainant and demanded another sum of Rs. 10 Lakhs and hence they were called to the house of complainant on 24.08.2018 and an amount of Rs. 10 Lakhs was handed over to accused and they issued receipt also and accused shown him a file bearing signatures of 2/3 officials, however, the file was not handed over being official record and copy of same also not provided being official record. The accused obtained a sum of Rs. 1 Lakh on 03.09.2018 and Rs. 3 Lakhs on 05.11.2018. Thereafter, as and when complainant had asked the accused regarding allotment of land, they have been proclaiming that the work is under progress and sanction will be accorded by the Chairman, Wakf Board. During this period, accused have been visiting shop of complainant and assuring him that work is in progress. In the second week of September, 2019, when accused had come to the shop of complainant and demanded balance amount, on 29.09.2019, accused were called to the house of complainant and another amount of Rs.6 Lakhs was handed over to them. In the last month of May, 2020, complainant met accused outside the office of Punjab Wakf Board and they sought time up to 05.06.2022. On 05.06.2020, when, both the accused were tried to be contacted, they told that he will come to discuss the issue on 10.06.2020 at the shop of complainant. On 10.06.2020, both the accused had come to the shop of complainant and told him that Wakf Board Officers have refused to allot the land to complainant and they further assured to return the amount to him within 10 days and had been able to return an amount of Rs.1 Lakh only, and they started dilly dallied the matter on one pretext or the other and they stopped attending the phone calls of complainant and finally the told that the

amount had been handed over to the higher officers of the Punjab Wakf Board from where the same cannot be expected back and in this manner accused have cheated the complainant for an amount of Rs.21,70,000/-.”

3. Vide order dated 15.05.2024, this Court at the time of issuing notice of motion, directed the State to file reply to the instant petition, disclosing therein, the role and criminal antecedents of the present petitioner, besides detailing the incriminating material as collected by the investigating officer concerned during the investigation.

4. Today a short reply, dated 22.05.2024, by way of an affidavit of Mr.Amar Nath, DSP Sub-Division City, District Hoshiarpur, has been filed, by the learned State, which is taken on record, with copy thereof supplied to learned counsel for the petitioner.

5. A perusal of the aforesaid affidavit, reveals that the petitioner alongwith another co-accused impersonated themselves as officials of Punjab Wakf Board, Hoshiarpur, and cheated the complainant and others of 22,70,000/-, for getting them the property of Punjab Wakf Board, measuring 2 acres 2 ½ kanal, situated near Mosque, Jalandhar Road, Hoshiarpur, on lease, but the petitioner failed get the abovesaid land of Punjab Wakf Board on lease, and was only able to return Rs.1.00 lakh to the complainant and the others, out of Rs.22,70,000/-. It further reveals that during the inquiry, the petitioner scribed an agreement dated 18.05.2022, and agreed that he will return Rs.21,70,000/- to the complainant and other victims, till December, 2022, but despite the said agreement scribed by the petitioner, he did not return the said amount to the complainant and other victims. The abovesaid agreement scribed by the petitioner *prima facie* reflects that the petitioner is one of the main

accused, who not only impersonate himself as an official of a Punjab Wakf Board, but also cheated number of persons on account of getting the lease deed executed in their favour.

6. The reply further reflects that the petitioner is involved in following cases:-

- i. FIR No.145 dated 01.12.2022 U/s 279, 304-A, 427 IPC, was registered at P.S. Bhogpur, Jalandhar Rural.
- ii. FIR No.44 dated 12.05.2022, U/s 419, 420 IPC was registered at P.S. Haryana, Hoshiarpur.
- iii. FIR No.182 dated 18.10.2023, U/s 420 IPC was registered at P.S. Sadar, Hoshiarpur.
- iv. FIR No.57 dated 11.04.2024 U/s 406, 420 IPC was registered at P.S. Sadar, Hoshiarpur.
- v. FIR No.72 dated 01.05.2024, U/s 406, 420 IPC was registered at P.S. Sadar, Hoshiarpur.

7. Considering, the aforesaid facts of the case, as stated in the reply, and the role of the present petitioner in the alleged commission of crime, the instant petition is ordered to be **dismissed**.

May 22, 2024
dharamvir

(KULDEEP TIWARI)
JUDGE

Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No