IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-28002-2022
Date of decision : 02.04.2024

SANDEEP KUMAR

... Petitioner

Versus

STATE OF PUNJAB

...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Puran Singh Hundal, Sr. Advocate with
Mr. Gursahib Singh Hundal, Advocate
for the petitioner.

Ms. Ramta K Chaudhary, DAG, Punjab.

Mr. Navkiran Singh, Advocate
for the complainant.

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JASJIT SINGH BEDI, J.

The prayer in the present petition under Section 438 of Cr.P.C. is for the grant of anticipatory bail to the petitioner in case FIR No.136 dated 22.05.2022 registered under Section 420 IPC, 1860 at Police Station Rama Mandi, Jalandhar, District Jalandhar.

2. The present FIR came to be registered on the basis of an inquiry conducted into the two complaints submitted by the complainant and the petitioner and the same reads as under:-

> *"Reference Complaint Number 315-Peshi, dated 17.04.21. The Commissioner of Police, Police Commissioner, Jalandhar, Subject: Complaint against – Sandeep Kumar (98881-67937) son of Sh. Amar Nath, resident of A-11, New Vinay Nagar, Lama Pind, Tehsil and District: Jalandhar, Proprietor of M/s Guru Nanak Garments, Kishanpura, Hoshiarpur Road, Jalandhar, for committing cheating and fraud. Sir, I, Vishal Verma son of Sh. Tilak Raj Verma, resident of ES-133.2,*

Mohalla Makhdoompura, Jalandhar, do hereby respectfully submit as under:- (1) That I am law abiding and peace loving citizen of India, residing at the address mentioned above. (2) That vide Agreement to Sell dated 01.10.2020, the above-named Sandeep Kumar agreed to sell in my favour a property i.e. a Shop measuring 2 Marlas, including roof, construction thereon, electricity water etc. (each Marla consisting of 207 Sq. Ft.) situated at Mohalla Santokh Pura, Jalandhar, which is bounded as East: Remaining portion of owner, West: Gurdial Singh, North : Satnam Singh and South : Street, comprising of Khasra No. 10884, 10885, for a total sale consideration of Rs.42,00,000/- (Rs. Forty Two Lacs). (3) That at the time of entering into an Agreement to Sell (referred above), the above-named Sandeep Kumar assured me that the property is free from all encumbrances and there exists no dispute of any kind in respect of property. (4) That on the assurance given by the Seller, I parted a sum of Rs.10,00,000/- (Rs. Ten Lacs) as an Earnest Money at the time of execution of the Agreement to Sell in the presence of witnesses namely Tilak Raj Verma son of Sh. Veer Chand Verma and Vijay Pal Singh son of Gurnam Singh. The date for execution and registration of the Sale Deed was fixed as 01.01.2021 and the balance sale amount was to be paid by me to the afore-said Seller at the time of execution and registration of the Sale Deed. (5) That on 08.10.2020, I also paid Rs.5,00,000/- to aforesaid Sandeep Kumar as part payment of balance sale consideration i.e. vide Cheque No. 017637 dated 08.10.2021 drawn on Bank of India, Jalandhar, which is duly encashed by Sandeep Kumar through his Bank account. (5) That I was already ready and willing to get the Sale Deed executed and registered in my favour, *but aforesaid Sandeep Kumar starting putting off the matter with one pretext or the other. I did not know his bad intentions. Aforesaid Sandeep Kumar got the stipulated dated extended from 01.01.2021 to 01.07.2021. (7) That as per the assurance given by Sandeep Kumar, I was ready with the balance sale consideration with me as on 01.07.2021 and accordingly, I went to the Office of Sub-Registrar, Jalandhar for getting the Sale Deed executed and registered in my favour. I even got my presence marked while executing and getting the sale cash deed registered, but the above-named Sandeep Kumar did not turn up to perform his part of the contract. (8) That on inquiry, I have come to know that after executing the Agreement to Sell and received a huge amount of Rs.15,00,000/- from me, the above-named Sandeep Kumar took loan against the property which is agreed to be sold to me, i.e. Rs.34,04,000/- from Shriram Housing Finance Limited. Now the above-named Sandeep Kumar has refused to execute the Sale Deed and even refused to return my hard earned money. I have been cheated, a fraud has been grabbed by above-named Sandeep Kumar i.e. for Rs.15,00,000/-, which have been grabbed by above-named Sandeep Kumar under the garb of the Agreement to Sell and now backed out from performing the terms and conditions of the Agreement to Sell, for which he is liable to be prosecuted as per the law. (9) I, hereby, request that the case may kindly be registered against the above-named Sandeep Kumar, my hard earned money may kindly be got recovered from him and justice may kindly be done with me. Yours faithfully, sd/- Vishal Verma, 99882-26535 (Vishal Verma) son of Sh. Tilak Raj Verma, resident of ES-133/2, Mohalla Makhdoompura, Jalandhar, Mob. No. 99882-26535. That Hon'ble*

Police Commissioner Sahib, Jalandhar has written : ADCP-1 (BN) Enquire the matter personally and submit Report at the earliest and Complaint Number 6132-PTM, dated 30.09.2021. To The Police Commissioner Sahib ji, Jalandhar. Subject : Vishal Verma son of Tilak Raj, resident of House No. ES-133/2, Mohalla Makhdoompura, Jalandhar has cheated me by changing the blank Stamp Papers signed by me into an Agreement to Sell in respect of my building and by presenting the bogus documents as factual documents and a case may be registered against him and my four blank signed cheques be got returned to me. Sir, It is respectfully submitted that I, Sandeep Kumar son of Shri Amarnath, resident of House No. A-11, New Vinay Nagar, Lamma Pind, Jalandhar. That in the first week of October 2020, I was in dire need of money, because I wanted to go abroad and for this, I have to pay the money to the Travel Agent and I talked with Vishal Verma son of Tilak Raj Verma, resident of House Number E5-133/2, Mohalla Makhdoompura and the said Vishal Sharma agreed to give me Rupees 5 Lakhs on interest @ 2% and in lieu of receiving the money, I had given as security one blank Stamp Paper N289189 for Rupees 500/-, and four blank signed Cheques of HDFC Bank, the cheque numbers are as under : (1) 000598, (2) 000599, (3) 000600, (4) 000601. I had put only signatures on the afore-mentioned Blank cheques and handed over to Vishal. That now, greed has engulfed the mind of Vishal, under which he has written one fake Agreement to Sell on the signed blank Stamp Paper given by me regarding my property bearing No. N.B.-1341, Santokhpura, Hoshiarpur Road, Jalandhar and in the Agreement to Sell, in place of Rupees 5.00 lakhs, has mentioned that amount of Rs.15.00 lakhs has been given as earnest *money, which is totally false. By showing the bogus Agreement to Sell to me, Vishal Verma is blackmailing me. You are requested that a case may be registered against Vishal Verma son of Tilak Ram, resident of House No. E5-133/2, Mohalla Makhdoompura, Jalandhar, for the offence of committing cheating with me by changing the blank Stamp Papers signed by me into an Agreement to Sell in respect of my building and by presenting the bogus documents as factual documents and my four blank cheques may be got returned to me from Vishal Verma. Dated 22.09.2021. I shall be thankful to you, sd/- Sandeep Kumar, Phone No. 98881-67937, Police Station : Rama Mandi, Jalandhar. Note : The Telephone Nubmer of Vishal Verma is : 99882-26535. That on the afore-mentioned Complaint, the Hon'ble Police Commissioner Sahib, Jalandhar has written : ADCP-I, After conducting enquiry based on facts, Report be submitted. That Hon'ble ADCP-1 in his Enquiry Report has mentioned – On conducting the enquiry, keeping in view the afore-mentioned facts and circumstances, it has prima facie come to light that the ownership of the property/ shop situated at Mohalla Santokhpura, Jalandhar, total area : 4 Marlas, as per the revenue record, is in the name of Sandeep Kumar son of Amar Nath and out of the ownership of property of Sandeep Kumar, the deal for sale of 2 Marlas (shop portion) was finalized for Rupees 42.00 lakhs with Vishal Sharma and in this regard, one Agreement to Sell was executed and as per the Agreement, the date for execution of the Sale Deed was fixed as 01.01.21. That the witness of the Agreement – Vijaypal Singh, vide his statement, has confirmed regarding the exchange of money and sale-purchase of property on dated 01.10.2020, because as per the Agreement, the date for execution of the*

Registry was fixed as 1.01.21, but with the consent of parties, the date for Registry was extended upto 01.07.21. During this period, on 08.10.20, Vishal Verma has transferred an amount of Rupees 5.00 lakhs from his Bank Account Number : 640010100006051 vide Cheque Number 017637 in the account of Sandeep Kumar and on 08.10.20, regarding transfer of amount, it has been hand-written on the Agreement to Sell to the effect that total amount of Rs.15.00 lakhs has been paid, on which signatures of Sandeep Kumar are also affixed. On dated 01.07.21, Vishal Verma went to the Office of Sub-Registrar for getting the Sale Deed of the are registered, but due to not coming present by Sandeep Kumar, Vishal Sharma got his attendance marked, regarding which the Photostat copy of the attested Affidavit has been submitted by Vishal Sharma. Keeping in view the afore-mentioned circumstances, by not executing the Registry of the property by Sandeep Kumar and after obtaining the copy of Jamabandi entries from the Revenue Department, this information came to notice that Sandeep Kumar has already obtained a loan of Rs.34,04,000/- by mortgaging the property bearing Khasra Number 1884/10885 with Shri Ram Housing Finance Limited, due to which Vishal Sharma has submitted the afore-mentioned Complaint, but during the enquiry of the Complaint, Sandeep Kumar has not disclosed the fact regarding mortgaging the said property and getting loan in lieu of the same. It has been actually come to light that Respondent Sandep Kumar, with the purpose of sale of 2 Marlas (shop portion) out of the property in his ownership, has entered into an Agreement to Sell dated 01.10.20 with Vishal Sharma and received Rupees 10.00 lakhs as earnest money and thereafter received Rupees 5.00 lakhs on 08.10.20, even after receiving the total amount *of Rs.15.00 lakhs, by not executing the Sale Deed in favour of Vishal Sharma, has mortgaged the concerned Property on dated 19.12.2020 with Shri Ram Housing Finance Limited, Ludhiana and obtained a loan of Rs.34,04,000/- and for countering the Complaint under subject submitted by the Complainant, has filed a Civil Case on dated 30.09.21 against Vishal Verma, though Vishal Sharma has also filed a Civil Case dated 08.10.21 regarding his aspect, but the afore-mentioned circumstances show/ highlight the malafide intention and cheating of Sandeep Kumar and the Supreme Court has passed the Judgments in the past from time to time that Civil Case and Criminal Case can run concurrently, therefore, keeping in view the afore-mentioned circumstances, a case under Section 420 is required to be registered at Police Station : Rama Mandi, Jalandhar for committing a fraud by him with Vishal Verma and investigation be conducted against Sandeep Kumar son of Shri Amar Nath, A-11, New Vinay Nagar, Lamma Pind, Jalandhar. Recommendation made for taking action in the Conclusion Report : Keeping in view the afore-mentioned circumstances, recommendation is being made to register a case under Section 420 I.P.C. against Sandeep Kumar for the fraud committed by him against Vishal Verma. sd/- Suhail Meer, I.P.S., Addl. Deputy Commissioner, Police-I, Jalandhar, 25.02.22, on which Hon'ble DCP Investigation, Jalandhar has written, "D.A. Legal for L/Opinion please", on which D.A. legal in his Report has written that "Sir, I have thoroughly perused the Enquiry Reports of the afore-numbered Complaints submitted by Vishal Verma and Sandeep Kumar, conducted by Additional Deputy Commissioner of Police-I, Commissionerate, Jalandhar and the documents attached therewith. The Enquiry*

Report, in his report, has found that the ownership of the property/ shop situated at Mohalla Santokhpura, Jalandhar, total area 4 Marlas, as per revenue record, has been entered in the name of Sandeep Kumar son of Amar Nath and out of his ownership, out of this area, Sandeep Kumar has agreed to sell area of 2 Marlas (shop portion) to Vishal Verma, for a total consideration of Rs.42.00 lakhs, regarding which an Agreement to Sell was executed on 01.10.2021 and at that time, purchaser party Vishal Verma has given Rupees 10.00 lakhs in cash, regarding which it has been entered in the Agreement to Sell and as per the Agreement, the date for execution of Registry was fixed as 01.01.21. That the witness of the said Agreement – Vijaypal Singh has confirmed regarding the execution of the Agreement to Sell dated 01.10.20 and exchange of money regarding this deal in his statement, because the date of execution of Registry, as per the Agreement, was fixed as 01.01.21, but with the consent of the parties, the date for Registry was extended upto 01.07.21. During this period, on dated 08.10.20, Vishal Sharma has transferred an amount of Rupees 5.00 lakhs from his Bank account Number 640010100006051 vide Cheque Number 017637 to the account of Sandeep Kumar and it has been hand-written on dated 08.10.2020 on the Agreement to Sell regarding transfer of amount that now total amount has become Rupees 15.00 lakhs, on which the signatures of Sandeep Kumar are also present. On dated 01.07.21, Vishal Sharma, for getting the Sale Deed (Registry) executed regarding the area purchased, presented himself in the Office of Sub-Registrar in the afternoon but due to Sandeep Kumar not coming present in the Office, Vishal Sharma got his presence marked, regarding which Vishal Sharma has submitted the

Photostat copy of attested Affidavit. Keeping in view the afore-mentioned circumstances and after obtaining the copy of the Jamabandi entries, it has come to notice that Sandeep Kumar, by mortgaging the concerned property, which is situated in Khasra Number 10884/10885, with Shri Ram Housing Finance Limited, has obtained a long of Rs.34,04,000/-, due to which Vishal Sharma has submitted the afore-mentioned Complaint, but during the enquiry of Complaint, Sandeep Kumar has not highlighted the fact regarding mortgaging the said property and getting the loan against the same. After submitting the Complaint under subject by the Complainant, to counter the same, he has filed a Civil Case against Vishal Sharma on dated 30.09.21, though Vishal Verma has also filed a civil case on dated 08.10.21 regarding his aspect, but the afore-mentioned circumstances show the malafide intention and fraud of Sandeep Kumar and the Supreme Court has passed Judgments in the past from time to time that the civil case and the criminal case run concurrently, on the basis of which the Enquiry Officer has made the recommendation to register a case under Section 420 I.P.C. against Respondent Party Sandeep Kumar son of Shri Amar Nath. From the allegations levelled by the Complainant, interference by the Police regarding the offence is required and vide the Order passed by Hon'ble Supreme Court of India in case "Lalita Kumari Versus. State of U.P." in which it has been mentioned that if from the Complaint, prima facie offence is mentioned for interference by the Police, then the case is required to be registered under Section 154 Cr.P.C. All the afore-mentioned facts have been verified by one Gazetted Officer, therefore, as per my opinion, on the basis of Complaint, statements and Enquiry Report, prima facie, an offence under Section

> *420 I.P.C. is made out against the Respondent Party – Sandeep Kumar son of Shri Amar Nath. A concrete investigation of all the afore-mentioned facts of the case can be conducted under the supervision of area Gazetted Officer. If approve, then necessary orders may be issued by you. sd/- District Attorney, Legal, Jalandhar, on which the Hon'ble Police Commissioner Sahib, Jalandhar, has written – "Station House Officer, Rama Mandi, After registering the case, completing the investigation." Today at Police Station : On receipt of the afore-mentioned Complaint at the Police Station, case F.I.R. Number 136 dated 22.05.22 U/S 420 I.P.C. has been registered at Police Station, Rama Mandi, Jalandhar and thereafter, the Complaint numbered along with the Enquiry Report along with Statements along with documents along with one copy of F.I.R. are being handed over to S.I. Ajmer Lal, 209 for further investigation. Station House Officer and Police control Room were informed through telephone."*

3. The learned Senior counsel for the petitioner contends that he has been falsely implicated in the present case. In fact, in October, 2020, the petitioner was in dire need of funds as he wanted to go abroad. For the said purpose, he had approached the complainant-Vishal Verma who agreed to advance him a loan of Rs.5 lakhs on interest. The petitioner had also given four blank signed cheques along with a blank signed stamp paper bearing No.N-289189 of Rs.500/- to the complainant-Vishal Verma who had subsequently transferred an amount of Rs.5 lakhs into the account of the petitioner. However, later with an intention to grab the property of the petitioner, the complainant-Vishal Verma had misused the said blank signed stamp papers by preparing an

agreement to sell on the same purported to have been executed on 01.10.2020 by the petitioner in favour of complainant-Vishal Verma with regard to the sale of two marlas of a property. As per the fabricated agreement to sell, the petitioner had agreed to sell the same for an amount of Rs.42 lakhs and had received Rs.10 lakhs in cash and Rs.5 lakhs by way of cheque. On coming to know about the forgery at the instance of the complainant, the petitioner had filed a suit for declaration to the effect that the above-said four cheques and the alleged agreement to sell dated 01.10.2020 were null and void and without consideration. As a counter-blast to the said suit, complainant-Vishal Verma had also filed a suit for specific performance of the agreement to sell dated 01.10.2020 along with an application for injunction restraining the petitioner/defendant from alienating the suit property. The copies of the respective plaints dated 30.09.2021 and 08.10.2021 were attached as Annexures P-3 & P-4 to the petition. However, taking advantage of his connections with the police, the complainant had got registered the instant FIR. Pursuant to the registration, the petitioner had joined investigation and had cooperated with the same. He had also furnished his handwriting to the Investigating Agency. As the case was primarily of a civil nature and the petitioner had joined investigation, he was entitled to the concession of anticipatory bail.

4. The learned State counsel while referring to the affidavit/status reports dated 18.01.2023, 12.08.2023 and 07.03.2024 contends that both the sides had filed their respective complaints. During the course of inquiry, it had been found that an agreement to sell

had been executed by the petitioner in favour of the complainant for an amount Rs.42 lakhs with respect to the sale of two marlas of a property. After receipt of the earnest money of Rs.15 lakhs, the petitioner had cleared his earlier loan with the Axis Bank and subsequently obtained a loan Rs.34,04,000/- from the Shriram Housing Finance Limited after execution of the agreement. The fresh specimen initials of the petitioner had also been sent for examination to the FSL, SAS Nagar along with the stamp paper No.N289189 and the record register of the concerned stamp vendor. Though, the result of the same was awaited, it would be of little relevance in view of the fact that the petitioner himself had admitted his signatures on the said document though with the rider that he had signed a blank paper in order to obtain a loan from the complainant. As the petitioner had received a sum of Rs.15 lakhs in furtherance of an agreement to sell, did not execute the sale deed and on the contrary went and mortgaged the said property to obtain a loan of Rs.34,04,000/-, the offence was *prima facie* established because of which the petitioner was not entitled to the concession of anticipatory bail.

5. On the other hand, the learned counsel for the complainant while referring to the reply dated 21.04.2023 contends that the agreement to sell was entered into on 01.10.2020 (Annexure P-2) with a target date of 01.01.2021 and the complainant had paid sum of Rs.10 lakhs as earnest money for the sale of half portion of a shop. The total consideration was Rs.42 lakhs. On 08.10.2020, a further amount of Rs.5 lakhs was paid by way of a cheque. The agreement to sell dated

01.10.2020 referred to a loan which the petitioner had taken from the Axis Bank but the petitioner had assured the complainant that prior to the execution of the sale deed on 01.01.2021 the said loan would be cleared. Later, the target date was extended from 01.01.2021 to 01.07.2021 on the basis of an endorsement on the back of the agreement. Instead of executing the sale deed, the petitioner after clearing the loan of the Axis Bank with the money received from the complainant mortgaged the said property in favour of Shriram Housing Finance Limited on 19.12.2020. It was in this situation that the complainant filed a complaint with the Investigating Agency on 17.04.2021 which subsequently culminated into the FIR dated 22.05.2022. Be that as it may, on 01.07.2021, the complainant had put in his appearance before the Tehsildar but for obvious reasons, the petitioner had not appeared to execute the sale deed. On the contrary, the petitioner had instituted a frivolous civil suit on 30.09.2021 for injunction on the grounds that he had only obtained a loan from the complainant and it was the complainant who had fabricated the agreement to sell on a blank paper signed by the petitioner and had also received four blank cheques which the complainant was likely to misuse. The complainant also instituted a suit for specific performance of the agreement to sell on 08.10.2021 (Annexure P-2). In fact, the complainant had a video which had been got recorded in the CCTV cameras installed in his shop in which it could be clearly seen that the petitioner was signing documents and had also appended his thumb impression thereon. The petitioner had agreed that the complainant had paid Rs.15 lakhs as part consideration for the shop and there are various references to the handing over of possession to the complainant in the said recordings. The question of the agreement being fabricated at the instance of the complainant did not arise because a perusal of the agreement would show that the petitioner had signed the same at three different points on two different pages though, it was the case of the petitioner that he had signed only one blank stamp paper. As the offence was *prima facie* established and the custodial interrogation of the petitioner was essential to take the investigation to its logical conclusion, he was not entitled to the concession of anticipatory bail.

6. I have heard the learned counsel for the parties and examined the records.

7. The Hon'ble Supreme Court in the case of ***Sumitha Pradeep Vs. Arun Kumar C.K. & Anr.*** ***2022 Live Law (SC) 870*** held that merely because custodial interrogation was not required by itself could not be a ground to grant anticipatory bail. The first and the foremost thing the Court hearing the anticipatory bail application is to consider is the *prima facie* case against the accused. The relevant extract of the judgment is reproduced hereinbelow:-

> "*It may be true, as pointed out by learned counsel appearing for Respondent No.1, that charge-sheet has already been filed. It will be unfair to presume on our part that the Investigating Officer does not require Respondent No.1 for custodial interrogation for the purpose of further investigation.*
>
> *Be that as it may, even assuming it a case where Respondent No.1 is not required for custodial interrogation, we are satisfied that the High Court ought not to have granted discretionary relief of anticipatory bail.*

> *We are dealing with a matter wherein the original complainant (appellant herein) has come before this Court praying that the anticipatory bail granted by the High Court to the accused should be cancelled. To put it in other words, the complainant says that the High Court wrongly exercised its discretion while granting anticipatory bail to the accused in a very serious crime like POCSO and, therefore, the order passed by the High Court granting anticipatory bail to the accused should be quashed and set aside.* ***In many anticipatory bail matters, we have noticed one common argument being canvassed that no custodial interrogation is required and, therefore, anticipatory bail may be granted. There appears to be a serious misconception of law that if no case for custodial interrogation is made out by the prosecution, then that alone would be a good ground to grant anticipatory bail. Custodial interrogation can be one of the relevant aspects to be considered along with other grounds while deciding an application seeking anticipatory bail. There may be many cases in which the custodial interrogation of the accused may not be required, but that does not mean that the prima facie case against the accused should be ignored or overlooked and he should be granted anticipatory bail. The first and foremost thing that the court hearing an anticipatory bail application should consider is the prima facie case put up against the accused. Thereafter, the nature of the offence should be looked into along with the severity of the punishment. Custodial interrogation can be one of the grounds to decline custodial interrogation. However, even if custodial interrogation is not required or necessitated, by itself, cannot be a ground to grant anticipatory bail***.

8. As per the allegations, an agreement to sell was executed on 01.10.2020 with respect to a property measuring two marlas. The

complainant paid a sum of Rs.10 lakhs in cash and a further amount of Rs.5 lakhs by cheque on 08.10.2020. The target date was 01.01.2021 which was subsequently extended to 01.07.2021. However, after receiving Rs.15 lakhs from the complainant, the petitioner cleared his loan with the Axis Bank and mortgaged the property on 19.12.2020 in favour of Shriram Ram Housing Finance Limited and received amount of Rs.34,04,000/-. When the complainant filed a complaint with the police and also appeared before the revenue authorities on 01.07.2021 for the execution of the sale deed, the petitioner cleverly instituted a suit for declaration to the effect that four cheques along with one self-made and fabricated agreement to sell dated 01.10.2020 which were in possession of the defendant (complainant) were null and void instruments and without consideration. It would be relevant to mention here that the said cheques were never encashed by anyone much less the complainant. In fact, a reading of the agreement to sell would show that the petitioner has signed the same at three different points. Firstly, on 01.10.2020 when the sale deed was executed and a sum of Rs.10 lakhs had been handed over in cash, thereafter on 08.10.2020 when he received a sum of Rs.5 lakhs by cheque and once again when the target date was extended from 01.01.2021 to 01.07.2021. The multiple signatures of the petitioner at different points clearly establishes that the agreement in question was in fact executed by him and his defence which has taken in the civil suit that the said agreement had been fabricated by the complainant is completely misconceived. In fact, obtaining a subsequent loan after clearing the first using the money received from the complainant alone establishes the offence in question. Even otherwise, during the course of inquiry into the respective complaints of both the parties, one Vijaypal who is a witness to the agreement to sell has admitted that the said agreement was duly executed between the parties. In this situation, though the petitioner has joined investigation and has given his handwriting samples, as the offence is *prima facie* established, the question of grant of anticipatory bail does not arise.

9. In view of the aforementioned discussion, I find no merit in the present petition. Therefore, the same stands dismissed.

10. However, the observations made hereinabove are only for the purposes of deciding this bail petition and the Trial Court is free to adjudicate upon the matter on the basis of the evidence led before it uninfluenced by any such observations made herein.

(JASJIT SINGH BEDI)
JUDGE

02.04.2024
JITESH

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No