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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-31529-2023

Date of Reserve:24.01.2024

Date of Decision:29.01.2024

Narender @ Narender Yadav

...Petitioner

Vs.

State of Haryana

...Respondent

(ii)

CRM-M-47986-2023

Chetan Chauhan

...Petitioner

Vs.

State of Haryana

...Respondent

Coram : Hon’ble Mr. Justice N.S.Shekhawat

Present: Mr. Parshant Singh Chauhan, Advocate
for the petitioner in CRM-M-31529-2023.

Mr. Ankur Lal, Advocate
for the petitioner in CRM-M-47986-2023.

Ms. Sheenu Sura, DAG, Haryana.

Mr. Vipin Pal Yadav, Advocate with
Mr. J.S Sohal, Advocate
for the complainant.

N.S.Shekhawat J.

1.
- This order shall dispose off two bail petitions i.e CRM-M-31529-2023 titled as “*Narender @ Narender Yadav Vs. State of Haryana*” and CRM-M-47986-2023 titled as “*Chetan Chauhan Vs. State of Haryana*”, whereby the petitioners have prayed for anticipatory bail to them in case arising out of FIR No.195 dated 28.05.2023 registered under Sections 420,406 and 120-B of IPC, Police Station Dharuhera, District Rewari, Haryana.
2.
- Learned counsel for the petitioner namely Narender @ Narender

Yadav (petitioner in CRM-M-31529-2023) contended that as per the allegations levelled by the complainant, Vikram Singh, co-accused had entered into an agreement to sell dated 08.01.2021 with the complainant, however, subsequently, Vikram Singh had sold his land to a lady namely Kavita Yadav vide the registered sale deed No.1957 dated 13.01.2021. Learned counsel further contended that the petitioner was merely an attesting witness of the agreement to sell dated 08.01.2021. Learned counsel further contended that it has been falsely alleged that the petitioner had received a sum of Rs.60,00,000/- in cash, which is highly unbelievable and the complainant had not been able to substantiate the said allegation with some documentary evidence. Learned counsel further contended that even the case was based on documentary evidence and the documents have been collected by the police during the course of investigation. Consequently, the custodial interrogation of the petitioner would not serve any meaningful purpose.

3. Still further, learned counsel for petitioner namely Chetan Chauhan (petitioner in CRM-M-47896-2023) vehemently argued that it was a civil dispute between the parties, which has been given the colour of criminal offence by the complainant illegally. Learned counsel further submitted that the sale deed was executed on 13.01.2021, whereas the FIR in the present case was got registered by the complainant on 28.05.2023, after a long delay. Learned counsel further contended that the petitioner was an attesting witness and other than being an attesting witness, no specific allegations have been made against the present petitioner. He also submitted that the petitioner had joined the investigation in the present case and no purpose will be served by sending him behind the bars.

4. On the other hand, learned State counsel has submitted that the petitioners had joined the investigation and were no longer required for the purpose of further investigation.

5. Whereas learned counsel for the complainant has vehemently opposed the submissions made by learned counsel for the petitioners on the ground that the petitioners along with their co-accused had formed a gang and had cheated the complainant of his hard earned money. Even, the land was illegally sold by Vikram Singh to Kavita Yadav and the petitioners had actively participated in the commission of crime.

6. I have heard the learned counsel for the parties and perused the case file minutely.

7. In fact, every breach of contract does not give rise to criminal prosecution for cheating unless the fraudulent or dishonest intention is shown right at the beginning of the transaction. Merely, on the allegations of failure to keep a promise will not be enough to initiate the criminal proceedings. In the present case, Vikram Singh had executed an agreement to sell in favour of the complainant, however, he had executed the sale deed on 13.01.2021 in favour of Kavita Yadav. Even both the petitioners were the attesting witnesses of the said agreement to sell. However, the complainant, instead of initiating the civil proceedings, had got the FIR registered in the present case. Moreover, both the petitioners were the attesting witnesses to the agreement and had joined the investigation in compliance of the interim orders passed by this Court. Still further, even the documents had already been collected by the police and admittedly, their custodial interrogation is not required by the police, at this stage.

8 Consequently, In view of the above, the interim orders dated 04.07.2023 (passed in CRM-M-31529-2023) and 22.09.2023 (passed in CRM-M-47986-2023) are made absolute. The petitioners shall continue to join the investigation, as and when called by the Investigating Officer. The petitioners shall also abide by the conditions as specified under Section 438 Cr. PC.

9. Nothing stated herein shall be construed as an expression on merits of the case and the Trial Court shall decide the case by taking into consideration evidence led by the parties before it.

29.01.2024
hitesh

(N.S.SHEKHAWAT)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No