



CRM-M-30487-2024

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213 (2 cases)

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-30487-2024

Karamvir

.....Petitioner

Versus

State of Haryana

.....Respondent

CRM-M-30495-2024

Chander Shekhar Bainsla

.....Petitioner

Versus

State of Haryana

.....Respondent

Date of Decision : 11.11.2024

CORAM: HON'BLE MS. JUSTICE KIRTI SINGH

Present: Mr. Jai Vir Yadav, Sr. Advocate with
Ms. Parul, Advocate
for the petitioner

Mr. Anmol Malik, DAG Haryana

Mr. Rakesh Nehra, Sr. Advocate with
Ms. Bindu Tanwar, Advocate and
Mr. Sumit Singh, Advocate
for the complainant

KIRTI SINGH, J.(Oral)

This order shall dispose of CRM-M-30487-2024 and CRM-M-30495-
2024. The facts are being taken from CRM-M-30487-2024 for the sake of
brevity.



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2. Apprehending arrest in FIR No.317 dated 18.05.2024, under Sections 120-B, 420, 467, 468, 471, 506 IPC registered at Police Station SurajKund, Faridabad, the petitioner has preferred this petition under Section Section 438 Cr.P.C. for grant of anticipatory bail.

3. The contents of the above-mentioned FIR are reproduced herein below :-

"To, The SHO, Police Station Surajkund, Faridabad. Subject Regarding unauthorised entry into flat purchased by the complainant in Ibiza Tower, Pent House, A-2102, Sector-39, Faridabad by Karamvir son of late Om Parkash, Mobile No. 98185- 39433 and his son Chander Shekhar Bainsla H.No. 83, Block-3, First Floor, Erore Garden Surajkund, Faridabad in conspiracy with each other by preparing a forged rent agreement, with the help of duplicate keys. Prayer for taking action against them. Sir, I Jatinder Singh Arora, Aadhar No. 3449 4814 2451 son of Sh. Dharam Singh Arora, resident of H. No. E-38, Ground Floor, Paruthi Marg in front of Dr. A.B School, Basant Vihar, Delhi submit as under that-1) That I am owner in possession of one flat No. A-2102, Ibiza Tower, Sector-39, Surajkund Road, Faridabad vide deed no. 9323 dated 24.01.2024 office of Sub Badkhal, Faridabad, Haryana. 2) Till date my flat is vacant. I have not given my flat to anyone on rent nor it has been given to anyone for living. 3) That the aforesaid accused Karamvir and his son Chander Shekhar Bainsla in conspiracy with each other without my written consent, with the intention of taking possession of the aforesaid flat, prepared a forged rent note, affixed my forged signatures and with duplicate keys of my flat have illegally entered into my aforesaid flat. 4) That when on 18.04.2024 I went to see my flat, then the aforesaid person met me in that flat, on my telling that this flat belongs to me, the said person started giving abuses to me and also started to quarrel with me and gave threat to kill me. Therefore, you are requested to take legal action against the



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aforesaid person and my life and property be protected. Sd/- Jatinder Singh Arora, Mobile No. 98100- 73215. Today, Police Station this time a complaint no. 177-5P II Dt. 20.04.2024 of Jatinder Arora after verification has been received from the office of Deputy Commissioner of Police, NIT for registration of the case. From the reading of the subject matter case under Section 420, 467, 468, 471, 120-B, 506 IPC is made out and as such case FIR No. 317 dated 18.05.2024 under Section 420 IPC, Police Station Surajkund, District Faridabad is registered and the original copy of the FIR has been kept in the Police Station and for further orders of the SHO for investigation is being sent through ASI Sanjay 1859. The case has been registered by me SI Phool Singh 2162 DO in the register. The case has been registered in CCTNS ID by ASI Deepak 2228 in the register. Investigating Officer ASI Sanjay 1859 PS Surajkund, Faridabad. Mobile No. 98110-57768."

4. Learned counsel for the petitioner *inter alia* submits that the petitioner has been falsely implicated in the present case. He further submits that the present case is purely a civil dispute and the complaint has been filed with a malafide intention and an attempt has been made to give criminal flavour to a civil dispute. Learned counsel further submits that the petitioner is ready to join the investigation and cooperate therewith.

5. Per contra, learned senior counsel for the complainant and learned State counsel vehemently opposed the submissions made by the learned counsel for the petitioner. Learned State counsel has placed reliance upon the status report dated 31.07.2024 wherein the following has been stated :-

"3. That upon receipt of the complaint dated 20.04.2024, a preliminary enquiry was conducted, during the course of which several statements were recorded in order to ascertain the



commission of offences as alleged in the complaint. The Complainant produced the copy of conveyance deed dated 24.01.2024 in respect of the apartment as well as the possession letter dated 24.01.2024 along with which a tabulation of all the key(s) in respect of the apartment was also appended. The accused person-Karamvir was called upon to verify the facts as mentioned in the complaint. The accused person-Karamvir produced a copy of the allegedly executed rent agreement dated 15.04.2024, the existence of which was disputed by the Complainant and the same was stated to be a forged and fabricated one. Furthermore, statements of several key witnesses were recorded which included the attesting witnesses of the allegedly executed rent agreement dated 15.04.2024, the security incharge of IBIZA Town Society, president of the residents welfare association of the aforesaid apartment as well as the property dealer who facilitated the purchase of the apartment between the complainant and the seller. It was categorically stated by the complainant that on the alleged date of execution of the rent agreement ie. 15.04.2024, he was not present at Faridabad, Haryana and was rather in Goa. The statements of the accused-Karamvir as compared to the statements as given by the attesting witnesses qua the alleged date of execution of the rent agreement were found to be in contradiction with each other. It was also discovered by way of statement given by the employee of M/s Krishh Shalimar Projects Pvt. Ltd. (Builder) that the possession along with the key(s) of the apartment was handed over to the complainant on 24.01.2024 which was much later than the alleged tenancy period commencing from 15.01.2024 as stated in the rent agreement dated 15.04.2024. That in the statement of the security incharge of IBIZA Town Society it was clarified that the Petitioner and his father had gained access to the apartment in an unlawful and unscrupulous manner by impersonating themselves as the owners of the apartment and by using duplicate keys. The aforesaid statements supported the facts as stated in the complaint by the complainant and thus necessitated the registration of an FIR as the same indicated



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prima facie commission of a cognizable offence. That a preliminary enquiry report was thus prepared keeping in view the above facts, statements and documents on the basis of which permission was sought from the then Deputy Commissioner of Police, NIT Zone, Faridabad on 14.05.2024, the approval of which was received on 17.05.2024. Accordingly, the present FIR came to be registered against the accused persons/Petitioner and his father Mr. Karamvir (Petitioner in CRM-M-30487 of 2024).

4. *That after registration of the present FIR, the investigation was conducted by ASI Sanjay Kumar and during the course of investigation, the call detail records of the Complainant and accused person-Karamvir were obtained in order to ascertain the location on the alleged date of execution of the rent agreement, as per the report of which, it was found out that the Complainant was in Goa from 15.04.2024 till 16.04.2024. The documents including the flight tickets, hotel bill as well as the boarding passes were produced by the complainant and were thus taken into police custody by way of a seizure memo. On 01.06.2024, the statements of the security incharge, IBIZA Town Society and the president of the RWA (Resident Welfare Association) were recorded under section 161 of Cr.P.C. 1973 wherein it was discovered that the Petitioner and his father have gained access into the apartment by unscrupulous means and without any legal basis. It was further discovered that the RWA had also filed a complaint against the accused person- Karamvir in relation to the unlawful occupation of the apartment. On 01.06.2024, notice under section 91 Cr.P.C. 1973 was issued to the branch manager of HDFC Bank, Charmwood Village Branch, Faridabad in order to obtain the bank account statement of the Complainant for the relevant period and the same was thereafter made part of the present file as per law. On the same day i.e. 01.06.2024, a raiding team was prepared and a raid was done at the apartment premises in order to arrest the Petitioner and his father who were not found at the aforesaid premises. On 03.06 2024, statement of the stamp vendor*



who had issued the stamp paper of the rent agreement dated 15.04.2024 as well as the statement of the Notary Public who attested/notarized the rent agreement dated 15.04.2024 were recorded and the copy of the relevant pages of the register as maintained by the stamp vendor were obtained. The statement as given by the Notary Public i.e. Mr. Kishan Pal Bhati indicated that the alleged rent agreement dated 15.04.2024 was never attested/notarized by the aforesaid person and there is no mention of the same in the register maintained by the aforesaid Notary Public. It was categorically stated by him that the rubber stamps of the notary public were misused with an intent of defrauding the complainant and committing fraud upon him. On 11.07.2024, the original rent agreement dated 15.04.2024 was obtained from the case file of a civil suit bearing No. CS/1401/2024 titled "Karamvir versus Jatinder Singh Arora & Another" pending in the court of Ms. Sanchita Singh, Ld. Civil Judge. Junior Division, Faridabad. The permission was thereafter sought from the Jurisdictional area magistrate in order to take specimen signatures of the Complainant for the purpose of comparison with that of the alleged rent agreement. The Complainant also produced the original possession letter dated 24.01.2024 in respect of the apartment, which was also taken on record for the purpose of examination in FSL along with the other documents as stated above. The complainant in his statement under section 161 Cr.P.C, 1973 also stated and explained that he is one of the director of M/s Royale Blue Club Private Limited and initially he had entered into an agreement to sell dated 16.12.2023 with Mr. Rajesh. However, later on Mr. Rajesh had indicated his reluctance in getting the apartment in question transferred in the name of M/s Royale Blue Club Private Limited and asked the Complainant to get it purchased in his own individual name which led to the execution of a fresh agreement to sell dated 04.01.2024 between the Complainant and Mr. Rajesh. The complainant further stated that since the amount was to be returned from Mr. Rajesh to the Complainant, Mr. Rajesh instead



of transferring back the amount himself, cited his inability to do so and asked the petitioner's father to transfer a sum of Rs. 40,00,000/- on his behalf.

5. *On 11.07.2024, a notice was issued to the branch manager of the concerned branch of HDFC Bank to produce the original account opening form of the Complainant for the purpose of examination in FSL and the same was received on 17.07.2024. On 17.07.2024, the statement of Mr. Sonu Sharma, Employee of M/s Krishh Shalimar Projects Pvt. Ltd. (Builder) under section 161 Cr.P.C. 1973 was also recorded, which supported the version of the complainant and verified the fact that the possession of the apartment was handed over to the Complainant on 24.01.2024. That on 22.07.2024, the original counterpart of the rent agreement dated 15.04.2024, specimen signatures of the complainant, original possession letter dated 24.01.2024 as well as the bank account opening form were submitted to RFSL, Bhondsi vide FSL/RFSL No. 24/RFSLGGM2407221791 in a sealed cover accompanied with a forwarding letter from the Assistant Commissioner of Police, NIT, Faridabad. The result of the RFSL, Bhondsi was received by the deponent on 30.07.2024 wherein it has been opined that the specimen signatures of the complainant do not match with the ones on the forged rent agreement. The relevant part of the RFSL report is reproduced as follows "The aforesaid divergences are fundamental in nature and are beyond the range of natural variations and intended disguise and when considered collectively they lead to the opinion that the person who wrote red enclosed standard signatures stamped and marked A1 to A8 and S1 to S4 did not write the red enclosed questioned signatures similarly stamped and marked Q1 to Q5". The copy of RFSL report is annexed herewith as Annexure R-2."*

6. Heard the rival submissions made by learned counsel for the parties

and perused the record.

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7. It appears that the petitioner and his son are accused of being involved in a criminal conspiracy derogating the complainant. There are serious allegations against the petitioner(s) which include forging the rent agreement, creating duplicate keys to unlawfully entering the apartment in question. Additionally, it is also stated that they extended life threat to the complainant when confronted. They are the direct beneficiaries of the fraudulent activities as committed by them and the petitioners are still under unlawful possession of the apartment in question.

8. In view of the serious allegations leveled against the petitioner(s) and to unearth the true dimension of the alleged crime, this Court does not deem it appropriate to interfere in the matter so as to grant the concession of anticipatory bail to the petitioner at this stage.

9. Both the petitions are dismissed.

10. Pending application(s), if any, stand disposed of.

11. Needless to mention that the observations made hereinabove shall not be construed as an expression of opinion on the merits of the case.

11.11.2024

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**(KIRTI SINGH)
JUDGE**

Whether speaking/reasoned? Yes/No
Whether reportable? Yes/No