



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

206

CRM-M-32687-2024
Reserved on : 11.09.2024
Pronounced on : 12.09.2024

Hardet Singh Petitioner

versus

State of Haryana Respondent

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. L.S. Sekhon, Advocate and
Ms. Nitika Sekhon, Advocate
for the petitioner.

Mr. Apoorv Garg, Sr. DAG, Haryana.

Mr. Raman Chawla, Advocate
for the complainant.

PANKAJ JAIN, J. (Oral)

1., Present petition has been filed under Section 439 Cr.P.C. for grant of regular bail to the petitioner in case bearing FIR No.79 dated 31.01.2023, registered for the offences punishable under Sections 406, 420, 506 and 120-B of IPC at Police Station Sadar Hisar, District Hisar.

2. FIR was registered on the complaint made by one Sunil son of Ishwar Singh alleging as under:-

“That the applicant Sunil son of Shri Ishwar Singh son of Shri Jaikaran, resident of village Neyoli Kalau Tehsil and District Hisar and is the only son of his parents and is a peace loving citizen. That the applicant had sold his 26 Kanal land which is in the area of village Neyoli Kalan at the rate of Rs. 60,00,000/- per acre and the applicant wants to buy further land with these rupees. That the accused No. 1 to 3, on 09.05.2021, along with Balwan Singh, son of Shri Tekram, resident of Nyoli Kalan, came to the house of the applicant and said that if you want to buy land, then



our three acre of land is there for sale and we are dire in need of money, and on this the applicant agreed to buy the land of the accused. That the applicant has done an agreement of purchasing the 24 Kanal land of the four accused for Rs 75,00,000/- which is situated in village Beed tehsil and district Hissar i.e. at the rate of Rs 25,00,000/- per acre and the applicant gave Rs 30,00,000/- to the accused in the morning on 18.05.2021 at his own residence, in the presence of witnesses Balwan son of Tekram, Rambir Singh son of Kaliram and Jagdish son of Chhotu Ram, residents of Neyoli Kalan tehsil and district Hisar. Gave it to the accused at their home in the morning on 18.05.2021 and on the same day on 18.05.2021 at Court Complex, Hisar, accused No. 1 to 3, in the presence of the witness Balwan son of Tekram and Sandip Sheoran advocate Hissar gave a1 agreement signed by accused no, 1 to 3 by writing it through the accused no.4, who is sister of accused no. 1 to 3 in favour of the applicant that they have received Rs 30,00,000/- at home in the morning and the agreement has be done on their behalf and the accused no. 4 agreed to be present during registry by getting available in the presence of the Sub Registrar. To get the registry done by bringing their sister will be their responsibility. And after getting the agreement written, both the parties got it signed and notarised from Notary in their presence and in the presence of the witnesses. All the conditions written in the agreement were read out to both the party members and to the witnesses and both the parties agreed to this and the date of registry was fixed for 21.10.2021. The expenses of the registry will be borne by the applicant and the applicant can got registry on anybody's name whomsoever he wishes to do so. And the accused also got admitted that there was a loan against the land the accused No. 1 to 3 also admitted that they will clear the loan before the registration and registration will be done and they also got agreed if we fail to do so, in that situation they will return the double of the money they have received the money from the applicant, otherwise the applicant will have the right to file a claim in the civil court and get the registry done on his name. if the applicant is getting reluctant to do so then the money given by him in the agreement deed will be forfeited. That the accused while doing agreement has said, we will get an equal share of the land to be registered, that our land, which is having 81 kanals and 13 marles in total. The accused said this by showing is property according to



the Jamabandi of year 2016- 2017, the Khewat No. 953/905 Khatauni No 1084 with an area of 81 Kanal 13 Marle situated in the area of the village Beed, Tehsil and District Hissar. On believing this the applicant will have the share like this from the 81 Kanal 13 Marle on dated 18.05.2021 that the accused no.1 has 489/1633 i.e. 24 Kanal 19 Marle, Accused no.2 201/1633 i.e. 10 Kanal 1 Marle, accused no.3 143/1633 I.e. 7 Kanal 3 Marle and accused no.4 75/1633 i.e. 3 Kanal 15 marle. That the proportion of the total land 24 Kanal which is to be sold, according to the accused is as in form of:-Accused No. 1, 12 Kanal 19 Marle, Accused No. 2, 6 Kanal 5 Marle Accused No. 3, 4 Kanal 2 Marle Accused No.4, 2 Kanal 00 Marle which the accused with the wrong statement has given wrong proportion of the land, because from among this the accused has already sold their portion of the land. The registry of which is attached herewith. That the accused has repeatedly made pressure on the applicant that they are in need of money and give us money in the form of cash, on this the applicant has transferred in RTGS/NEFT of Rs 43,70,000/- from his bank account of SBI BRANCH NEOLI KALAN to the account of accused No.1 in the Andhra Bank and Union Bank of India on different dates, on which all the accused said we all brother and sister are having joint work together, hence transfer the money in the account of Gobind Singh. Dated

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| 1) 21.05.2021 | Rs 1,70,000/- |
| 2) 24.05.2021 | Rs 1,00,000/- |
| 3) 09.07.2021 | Rs 1,00,000/- |
| 4) 4.07.2021 | Rs 1,00,000/- |
| 5) 07.10.2021 | Rs 39,00,000/- |

In this way the applicant has given total of Rs 73,70,000/- from the total money of agreement i.e. Rs 75,00,000/- for the purchase of 24 Kanal of land. That on the scheduled date of registry 21.10.21, I came with the remaining/outstanding amount Rs 1,30,000/-, the expenses of registry, stamp etc reached the Court office at 09:00 and awaited for full day, but none of the accused has turned up. After that the applicant has marked his presence in the court and applicant after preparing an affidavit of his presence got signed it with Notary by making himself present in the Court of Hisar. Then the applicant has send a Notice to the accused on 27.10.2021 through his advocate. Even after the notice the accused has not done the registration of the deed of 24 Kanal on the name and in



favour of the applicant. That the accused had the intention from the very beginning to embezzle the amount given by the applicant and commit fraud. All four culprits are in collusion with each other. They, after consulting with each other, wanted to embezzle Rs 73,70,000/- from the applicant by fraudulently carrying out a through conspiracy. While getting the deed/agreement written, the accused said that they will only repay the bank loan on our land before getting it registered. While accused hid the fact that the Four Kanal land of the accused no. 3 Hardet is on mortgage since 04.06.2020 which was deliberately not mentioned in the agreement, whereas they after making the deal with the applicant for Rs 75,00,000/- they have received for Rs 73,70,000/-. That the culprits are very clever and intelligent people. While getting the agreement written, he had shown himself to be the owner and occupier of 81 Kanal 13 Maria land on 18.05.2021, whereas the culprits had already sold 34 Kanal 8 Marla land as per their share. The registry of which is attached herewith. That the accused has depicted in the written agreement about the bank loan of Rs. 876800/- and the rest of the land was written as encumbrance-free whereas convict no. 3 got his 4 Kanal land mortgage in lieu for Rs. 2,50,000/- on the name of Jarnail Singh, son of Kala Singh, resident of Peeranwali. That the culprits have shown in the agreement as the owner and possession of land equal to 480/1633 shares, whereas the culprits do not have an equal share in this land to sell 24 Kanals, the details of which have been given above. In this way, all the culprits, in collusion with each other, committed fraud with bad faith, prepared fake documents and taken Rs 73,70,000/- on record and Rs 13,30,000/- in cash from the applicant. On which he gave me the possession of the land for cultivation, on which I have cultivated for about 6 months for which the date of registry was fixed as 21.10.2021. I kept waiting for them all day in the tehsil to get the registration done at the appointed time but they did not come to get the registration done. On which I had got my attendance marked in the tehsil/Court. I could observe bad in their intentions, on which I had gathered Panchayat in which they agreed in writing that they have to return my Rs 87,00,000/- and the money will be refunded. On which the time of return of money was scheduled on 12.05.2022. They themselves had given in writing that if we do not return the money on time then the party is free to take legal action against us but



these people did not return my money and by destroying my mustard crop and by forcibly sowing it, they took possession of the land from me and threatened to kill me and said that if I even set foot on this land, they would destroy me and my family. And as soon as I came to know about the deal of the above land with some other person, I filed a case in the Honourable Court to stop the registration of this land, which is still under consideration. I had given an application in SP office Hisar regarding the fraud of Rs 87,00,000/- done to me, which was investigated by the Economic Offence Wing, Hisar, but the investigator, ignoring the facts, documents and evidence given by me, has consigned to the office by presenting it a case of transaction. Whereas they neither returned my money nor gave me the land, which is wrong. This is a case of blatant fraud and threat of death. Therefore, I again request you to get my above mentioned application investigated by a higher authority and legal action should be taken against the above mentioned culprits and my money should be returned to me. I will be very grateful to you.”

3. The issue primarily relates to an agreement to sell dated 18.05.2021 alleged to have been executed by the accused including the petitioner in favour of the complainant. Complainant claims to have paid an amount of Rs.73,70,000/- out of total sale consideration of Rs.75,00,000/-. Complainant has also filed civil suit seeking decree of possession by way of specific performance of the said agreement to sell.

4. Counsel for the petitioner submits that major allegations are against Gobind Singh in whose account a sum of Rs.43,70,00/- is stated to have been transferred. Gobind Singh stands admitted to bail vide order dated 12.06.2023 (Annexure P-3). It is not disputed that the investigation stands concluded and the challan stands presented. Petitioner is behind bars for more than 04 months.

5. Counsel for the complainant however opposes the bail plea and submits that the complainant paid huge amount to the accused including the



petitioner. The petitioner subsequent to execution of an agreement to sell mortgaged part of land to defeat the right of the complainant. The intent of the accused-petitioner is evident from the record and thus he does not merit release on bail.

6. I have heard counsel for the parties and have carefully gone through the records of the case.

7. Evidently, it is a land transaction which has taken an early turn. Parties are also before the Civil Court wherein the complainant seeks decree of specific performance against the accused including the petitioner.

8. Co-accused Gobind Singh already stands admitted to bail. The investigation stands concluded and the challan stands presented, no useful purpose will be served by getting the petitioner in custody. Custody of the petitioner cannot be prolonged as a punitive measure.

9. In view of the aforesaid facts, the present petition is allowed. Petitioner is ordered to be released on regular bail on his furnishing bail/surety bonds to the satisfaction of the Ld. Trial Court/Duty Magistrate, concerned.

10. Needless to say nothing recorded herein shall be construed to be an expression of an opinion on the merits of the case.

(PANKAJ JAIN)
JUDGE

12.09.2024

Dinesh

Whether speaking/reasoned : Yes

Whether Reportable : No