



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

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CRM-M-39476-2024
Date of decision: November 8th, 2024

Kanwaljit Singh
.....Petitioner

Versus

State of Punjab
.....Respondent

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present: Mr. Veer Vikram Singh Mann, Advocate
for the petitioner.

Mr. Amit Rana, Senior Deputy Advocate General, Punjab.

Mr. H.S. Multani, Advocate
for the complainant.

MANJARI NEHRU KAUL, J. (ORAL)

Petitioner is seeking the concession of regular bail in FIR No.147 dated 30.12.2023 under Sections 406, 420, 120-B of the IPC registered at Police Station Mullanpur, District S.A.S. Nagar.

2. Mr. Veer Vikram Singh Mann, Advocate, has filed power of attorney on behalf of the petitioner, which is taken on record.
3. Learned counsel for the petitioner submits that the petitioner being falsely implicated in the present case is evident from the fact that the only allegation levelled against him is of facilitating the sale of the land in question, which was non-existent. It has been submitted that even as per the conceded case of the prosecution, there was no documented money transaction between the petitioner and the complainant. Learned counsel further submits that in a case triable by

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Magistrate, the petitioner has now been in custody since 24.07.2024, investigation is complete as challan stands presented, hence, his further incarceration would serve no useful purpose more so when as many as 26 witnesses have been cited by the prosecution and, therefore, the trial would take considerable time to conclude.

4. *Per contra*, learned State counsel assisted by learned counsel for the complainant have vehemently opposed the prayer and submissions made by the counsel opposite. Learned counsel have reiterated the allegations levelled in the FIR in question, which has been annexed as Annexure P-1 and stands reproduced hereinunder:-

“Copy of Application No. 6434/P/SSP Dated 16-11-2023. "To. Hon'ble SSP Sahib Ji, SAS Nagar (Mohali) Punjab Subject- Application against Talwinder Singh Kahle Son of Kartar Singh Resident House No. 2073, Maiwata 5M, Hire Mitti-1, Tishtra Chandigarh (May. 98552 20330), Dr. Badiatnid Mith Manpu Hagmi Maktav 15C. Chandigarh, (Mo. 8146844844), Ajit Watts Son of Late Mr. Satis Watts Resident of House No. 1163. Sector 448 Chandigarh, (MO 9317094170), Charanjit Singh son of Dayal Singh Sarpanch village Shigariwala, sub-tehsil Majri, district Mohall, Rajpal Kaur wife of Charanjit Singh resident of village Shigariwala, sub-tehsil Majri, district Mohali, Ramesh Kumar son of Amarjit (Mo. 7814833093), Surinder Lala Makal Kiya Senit No. DL CAZ-8099, Ranjit Singh Resident of Village Tarkhan Majra, District Fatehgarh Sahib (Mo. 9872991592) Wa Gurmeet Singh Resident of Village Dhakora Khurd Tehsil Kharr, District Mohall (Mo. 9056366966) About Regarding conspiracy for defrauding the applicant. Sir, it is requested that the applicant Savasa Residency, a firm is doing real estate business at New Chandigarh and Mohali

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*for the last 5 years, for whom I, Harsimarpreet Singh Bajwa, son of Charanjit Singh Bajwa, am the authorized signatory. Our firm also deals in sales and development of land and properties at New Chandigarh and Mohall, whose office is at SCO No. 51, 1st Floor, Omaxe Phase-1. New Chandigarh. That our firm Swasa Residency wanted to do a project on its own, taking into account the development going on at New Chandigarh, for which we wanted to buy land in the villages falling in New Chandigarh. For the said purpose recently we were looking for local dealers at New Chandigarh, during which we met with Ajit Watts son of late Satish Watts resident of 1163, Sector 44 B, Chandigarh at Hotel Mount View, Sector 10, in April 2023. Held at Chandigarh. During the said meeting, Ajit Watts at village Shingariwala, Tehsil Majri, who assured us to purchase land and said that I and my colleagues should collect land for the project as per your request and in exchange for which we will charge you a commission. During the said conversation Sh. Manjit Singh son of S. Late Joginder Singh resident of House No. 4880, Sector 68, Mohali was present. After the meeting. Ajit Watts remained in contact with us on the phone and then after a few days he introduced us to Dr. **Kanwaljit Singh** who is posted in Department of Radiology, Government Hospital Sector 16, Chandigarh and Talwinder Singh Kahlon son Kartar Singh, Ranjit Singh resident of Tarkhan Majra, and Gurmeet Singh resident of Dhakora Khurd. All of the above person assured us that we have been doing property work in New Chandigarh as a team for a long time and we can collect the land for you at the right rate according to your needs. After this we all met several times and after all the conditions were decided, the parties agreed Talwinder Singh Kahlon who is the leader of their team and Ajit Watts entered into "Memorandum of Understanding" with our firm Savasa*

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*Residency on 21-06- 2023 as per which it was decided they will collect 52 acres of land at village Shingarivala and give it. According to the said deal, funds were to be given by our firm to Talwinder Singh Kahlon etc. for the purchase of land and whatever amount they had to take from us to buy the land, their cheques were to be given as security. The said M.O.U. was signed in the presence of Ranjit Singh resident of Tarkhan Majra, Gurmeet Singh resident of Dhakora Khurd and Dr. **Kanwaljit Singh**. But Dr. **Kanwaljit Singh** did not sign on the MoU on the pretext of being a government servant. Copy dated 21-06-2023 of MoU is attached herewith. That the accused under the MoU dated 21-06-2023 in order to convince us and as a first deal, our meeting was arranged with Charanjit Singh Sarpanch of village Shigariwala at his house on 28-08-2023. In the said meeting. the accused got delivered Rs. 21,00,000/- from us in cash to Sarpanch Charanjit Singh to buy about 6 and a half acres of land of the family. At the time of said appointment and collection of money Ajit Watts, Ravi Thakur, Rohit Rana, Talwinder Singh Kahlo, Dr. **Kanwaljit Singh**, Sarpanch Charanjit Singh, his wife Rajpal Kaur, Ramesh Kumar and Surinder Lala were present. The said person after discussing with each other got delivered from us 21,00,000/- on the pretext of getting the said land, which is in writing and which is attached herewith. Then on 12-07-2023, Talwinder Singh Kahlon by phone demanded Rs. 1,05,00,000/- to buy more land. We on trust and believe on behalf of the accused delivered the above 1,05,00,000/- in cash at the house of Sarpanch Charanjit Singh, and it was collected by Sarpanch. Charanjit Singh in the presence of Talwinder Singh Kahlon, Rajpal Kaur, Surinder Lala, Ramesh Kumar, Ajit Tas and Rohit Rana. They assured us that with the help of Sarpanch Sahib, we are in contact with the rest of the zamindars of the village and soon they will start the rest of the deal too, just keep*

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*paying the amount on time. Then on the date 15-07-2023 Talwinder Singh Kahlon and Dr. **Kanwaljit Singh** from our side got delivered 85,00,000/-Rs. more in Cash in the presence of Rohit Rana. When we asked them for the receipt of Rs. 1,90,00,000/, they postponed by saying that registration would be done in a few days. That in order to cement our trust abovesaid said Talwinder Singh Kahlon and Dr. **Kanwaljit Singh** entered into a conspiracy with the rest of the accused and after entering into agreement with other on 07-17-2023 sent us the copy of the Cheques of Sarpanch Charanjit Singh and his wife Rajpal Kaur on WhatsApp to us saying that The land deal has been finalized with Sarpanch Sahib, you should transfer Rs. 70,00,000/- into the said account Accordingly, we paid Rs. 29,00,000/- to Rajpal Kaur and Rs. 39,00,000/- Into Charanjit Singh's Kotak Mahindra bank through RTGS. After making the said payment, when asked for the consent letter from Talwinder Singh and Dr. **Kanwaljit Singh**, they first said that they would give it but in the evening they said that Sarpanch Sahib is not at home and will get the letter ready by Sarpanch Sahib tomorrow and will also start the registration of the land. The next day on 16- 07-2023 we Attended at the house Sarpanch Charanjit Singh where Rs. 1,00,00,000/- cash was delivered to Sarpanch Charanjit Singh and Rajpal Kaur from our side in the presence Talwinder Singh Kahlo, Dr. **Kanwaljit Singh**, Ramesh Kumar and Surinder Lala and also certified the same in writing. The writing is attached with a copy dated 18-07-2023. In this way Sarpanch Charanjit Singh and his 1,68,00,000/- has been collected from us by wife Rajpal Kor in lieu of selling their land. After the said deal in continuation of MoU dated 21-06-2023 and as receipt of cash amount recovered from us A complete "Memorandum of Understanding" Talwinder Singh Kahle has signed for his firm Mess. Solitaire Estate Developer with our firm*

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*Savasa Residency dated 21-07-2023. After collecting more 10,00,000/-, in cash from Rohit Rana. It was written in the presence of Dr. **Kanwaljit Singh** and Ajit Watts. According to the said MoU, Talwinder Singh Kahle verified 2,00,00,000/- that he charged us for buying land in village Shigariwala and issued as security as per the terms and conditions, four cheques from our Punjab and Sindh bank account. Another Rs.20,00,000/- RTGS in lieu of buying land were received by the said person in the account of Mess, Solitaire Estate Developer. Thus accused Talwinder Singh Kahlon and the rest of the accused, in exchange for buying the land in Shingarivala village from our side, have received till date 4,09,00,000/- MoU dated 21.07.2023 and the copy of the bank statement are attached herewith. That after paying more than four crore rupees, we demanded complete documents, consent letters, agreement and NOC from the said accused, after which the accused started avoiding us. But even after charging crores of rupees, the accused were unable to give us the documents and despite this, the accused through Talwinder Singh Kahlon and Dr. Through **Kanwaljit Singh** on dated 05-08-2023, 08-08-2023, 09-08-2023, 15-08-2023, 18-08-2023, 06-09-2023 demanded more amount from us which was refused as they could not give documents and contracts. After giving crores of rupees to the accused, we kept asking for the land documents (documents, letters of agreement, contracts and NOC) but the accused did not provide us any and kept on dilly-dallying and finally the culprits even broke contact with us. The accused had to give us the documents but stopped answering our phones and when we tried to meet him in his office, his servant abused us and chased us away from the office. In fact, the accused are related to landmafia, who have conspired under a plan to cause us undue harm and have usurped crores of rupees for taking undue advantage. The accused*

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neither gave us the land nor gave us any adequate answer regarding the amount we gave, from which one thing is clear that the intention of the accused was to cheat from the beginning and they took us into confidence and took us to Shingarivala village. Fraud has been done in lieu of buying land. Now, when we tried to talk about the land and our money with the accused, the accused gave us a blank answer about the land and money. We also came to know that actually the money given by us has been embezzled by the accused for his personal gain and to buy more land. Not only this. Sarpanch Charanjit Singh of village Shigariwala and his wife Rajpal Kaur's land, which they have used in their plan to sell the land and give us confidence has been sold another developer, whose photos are attached herewith. In this way, the accused have conspired with us under a plan and betrayed our trust. Therefore, by submitting the present application, you are requested to take strict action against the accused and give us justice. Sd/-”

5. On a pointed query put to the learned State counsel, he, on instructions, has not disputed the submissions made by the counsel opposite with respect to there being no documented money transaction between the petitioner and the complainant.

6. Learned counsel for the complainant has submitted that the petitioner in collusion with the co-accused had played a huge fraud upon the complainant inasmuch as an amount of ₹4,10,00,000/- had been obtained for the sale and purchase of land, which was not even in existence.

7. I have heard learned counsel for the parties and perused the material placed on record.



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8. In a magisterial trial, the petitioner has been in custody since 24.07.2024. The investigation stands concluded as challan has also been presented. The next date before the trial Court is 19.11.2024 when the charges are likely to be framed. The trial would take considerable time to conclude since 26 witnesses have been cited by the prosecution.
9. In the facts and circumstances as enumerated hereinabove, the instant petition is allowed. The petitioner be admitted to bail to the satisfaction of the trial Court/Duty Magistrate concerned. However, it is made clear that anything observed hereinabove shall not be construed to be an expression of opinion on the merits of the case.
10. Needless to say, in case the petitioner misuses the concession of bail granted to him, the State would be at liberty to seek cancellation of the same.

November 8th, 2024
Puneet

(MANJARI NEHRU KAUL)
JUDGE

Whether speaking/reasoned : Yes

Whether reportable : No