

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-47264 of 2023
DECIDED ON: 15.01.2024

SATINDERPAL SINGH
.....PETITIONER

VERSUS

STATE OF PUNJAB
.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Mohit Vashishat , Advocate
for the petitioner.

Mr. H.S. Sitta, DAG, Punjab

Mr. Kamal Singh, Advocate
for the complainant/respondent No.2.

SANDEEP MOUDGIL, J (ORAL)

1. The jurisdiction of this Court under Section 438 Cr.P.C., has been invoked for the grant of anticipatory bail to the petitioner in FIR No.312 dated 14.08.2023, registered under Sections 406 and 420 IPC, Police Station Sohana, SAS Nagar.
2. Learned counsel for the petitioner contends that the SMARB Creations and SMARB Creation India Limited are two separate entities and SMARB Creation India Limited had no relation/concern with the SMARB Creations. It is also asserted that the petitioner had never maintained the account No.2010002741902 with the IndusInd Bank, Chandigarh in the name of SMARB Creations and is doing its business only in the name and style of SMARB Creations India Limited. He further submits that FIR was registered against other accused persons also including

the petitioner. He asserts that nothing incriminating material has been found against the petitioner though he has joined the investigation on an earlier occasion also. He further asserts that even no notice has been issued by the police before lodging of the FIR so far.

3. Learned State counsel has brought to the notice of this Court to Para no.1 of the Status Report dated 28.09.2023 filed by way of an affidavit of Harsimran Singh Bal, Deputy Superintendent of Police, City-2, SAS Nagar, Punjab, stating that the petitioner has been specifically named in the instant FIR as Director of SMARB Homes Pvt. Ltd. The complainant had paid Rs.30,00,000/- to SMARB Creations in the presence of the accused Nos.1 to 4 and accused No.4 had told him that accused No.1 to 3 were owners of this property. It is further mentioned in the reply that accused Nos.5 to 8 were the Directors of the aforesaid company and accused No.9 was working with the aforesaid company. Accused Nos.1 to 4 gave assurance to the complainant that flat would be ready and the possession of the same will be delivered very soon.

4. A reference has also been made to an allotment letters dated 17.07.2020 and 18.08.2020, which were issued by the petitioner, wherein it is one of the terms and conditions that complainant would get the possession within three months with one month grace period, on which they would pay 20% as compensation.

5. Mr. Kamal Singh, Advocate appearing on behalf of the complainant/respondent No.2 asserts that the petitioner gave false assurance to the people regarding possession of the flat.

6. Looking into the totality of the facts and assertions made therein, and contentions raised by the parties, wherein Satinderpal Singh-Petitioner has also

given assurance in writing on the stamp paper to the complainant, to handover the possession of the flat upto 31.03.2021 and in case the possession is not delivered, 4% interest per month would be paid to the complainant on the amount paid by him. On primary investigation, it was also found that the petitioner had dishonestly issued allotment letter dated 18.08.2020 to the complainant after receiving an amount of Rs.1 Crore and 22 lakhs and thus, a *prima facie* case of committing cheating with dishonest intention has been made against the petitioner. Since, huge money transaction is involved in the matter and the petitioner *prima facie* seems to be committed forgery with complainant thus, he is not entitled for the relief claimed by him.

7. In view of the discussions made hereinabove, the present petition is dismissed being devoid of any merit.

15.01.2024
Sham

(SANDEEP MOUDGIL)
JUDGE

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