

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

CRM-M-48561-2023 (O&M)
Date of Decision: 23.4.2024

Satinder Singh

....Petitioner

VERSUS

State of Punjab

....Respondent

CORAM:- HON'BLE MR. JUSTICE KARAMJIT SINGH

Present: Mr. Akshay Bhan, Sr. Advocate with
Mr. H.P.S. Sandhu, Advocate and
Mr. Harsh Vasu Gupta, Advocate,
for the petitioner.

Mr. Inderjeet Singh Ladher, DAG, Punjab

Mr. P.S.Ahluwalia, Advocate and
Ms. Saumya Ahluwalia, Advocate,
for the complainant.

KARAMJIT SINGH, J.

CRM-17083-2024

Allowed as prayed for and document Annexure A-3 is taken on
record subject to all just exceptions.

Main case

Prayer in the present petition under Section 439 of Code of
Criminal Procedure is for grant of regular bail to the petitioner in case FIR
No.447 dated 15.12.2021 registered for the offences punishable under
Sections 406, 420, 120-B, 465, 467, 471 IPC at Police Station Sohana,
District SAS Nagar (Mohali).

2. As per allegations recorded in the FIR, petitioner-Satinder
Singh and co-accused/Pardeep committed fraud against Harmanjit Singh

Kohri to the effect that co-accused Pardeep approached him with an offer that he is agreement to sell holder of showroom No.29, Sector 80, Mohali which was stated to be executed in his favour by the true owner namely Ajmer Kaur and thus, induced the complainant to enter into further agreement to sell with him on 19.4.2019 and at that time, the complainant handed over a sum of ₹ 1.5 crores to Pardeep in the presence of Rakesh Mishra and Satinder Singh against proper receipt. Thereafter, the balance amount was also paid and in this manner, the complainant paid total amount of ₹ 2.82 crores to the accused; that thereafter, on number of occasions, the complainant asked the accused to get the sale deed registered but the accused put off the matter on one pretext or the other. Thereafter, the complainant came to know that the alleged agreement to sell executed by Ajmer Kaur in favour of co-accused/Pardeep was fake. During investigation, the present petitioner was arrested by the police.

3. Learned Senior Counsel for the petitioner submits that the petitioner is falsely implicated in the present case and is in custody for the last more than 8 months and 22 days and was also involved in one another case while he was in jail wherein he is already granted bail by the Court concerned. He further submits that the petitioner is not signatory to the agreement to sell in question dated 19.3.2019 (Annexure P-2) stated to be executed by Ajmer Kaur in favour of co-accused Pardeep. It is further submitted that no amount was ever received by the petitioner from the complainant or Ajmer Kaur. It is further submitted that agreement to sell (Annexure P-2) is apparently executed by Ajmer Kaur in favour of co-accused Pardeep who is already granted concession of anticipatory bail by

M-5833-2022. It is further contended that the complainant filed civil suit for specific performance of agreement to sell dated 19.4.2019 but the said suit was dismissed under Order 7 Rule 11 CPC for want of Court fee vide order dated 4.11.2022 passed by the Court of Additional Civil Judge, Senior Division, SAS Nagar. A copy of the said order is taken on record. Learned Senior counsel further submits that the trial will commence after framing of charge and it will take time for the trial to terminate and all the offences are triable by the Court of Judicial Magistrate, 1st Class; that in the given circumstances, no purpose is going to be served by keeping the petitioner in custody for any longer period.

4. On the other hand, State counsel as well as counsel appearing on behalf of the complainant submits that there are serious allegations that the present petitioner in collusion with co-accused/Pardeep committed fraud of more than ₹ 2.5 crores and they also committed forgery; that no such agreement dated 19.3.2019 was ever executed by Ajmer Kaur in favour of co-accused/Pardeep and that the attesting witness Anurag Kumar of the said agreement was also a fake person. It is further submitted that it has come on record that Ajmer Kaur used to thumb mark and never signed any document and thus, agreement (Annexure P-2) is bearing fake signatures of Ajmer Kaur. It is further submitted that in the present petition, the petitioner did not disclose about pendency of another criminal case which was registered against him on 2.9.2023 as is evident from custody certificate. It is further submitted that the case is at its initial stage and as such, no ground is made out to grant regular bail to the petitioner at this point of time.

5. I have considered the submissions made by the counsel for the parties.

6. From the perusal of Annexure P-2, it appears that the same is not bearing signatures of the present petitioner as a party or as an attesting witness. The said agreement appears to be executed by one Ajmer Kaur in favour of co-accused Pardeep on 19.3.2019. The other agreement to sell (Annexure P-3) appears to be executed by co-accused/Pardeep in favour of the complainant. The petitioner is not privy even to the said agreement to sell. Co-accused/Pardeep who was party to the aforesaid agreements Annexures P-2 and P-3 is already granted anticipatory bail by Coordinate Bench of this Court. Admittedly, after completion of investigation, challan stands presented against the accused persons but charges are yet to be framed. The petitioner is in custody for more than 8 months and it will take considerable time for disposal of the trial even after framing of charges. Admittedly, the petitioner is granted bail in another criminal case registered against him. All the offences are triable by the Court of Judicial Magistrate, 1st Class. It is a matter of trial as to whether the petitioner committed any forgery or fraud as has been alleged by the complainant. In the given circumstances, no useful purpose is going to be served by keeping the petitioner in custody for any further period.

7. In view of the above, without commenting on the merits of the case, the present petition is allowed and the petitioner is ordered to be released on regular bail subject to his furnishing bail bonds/surety bonds to the satisfaction of the trial Court/Chief Judicial Magistrate/Duty Magistrate concerned.

(KARAMJIT SINGH)
JUDGE

April 23, 2024
Paritosh Kumar