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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CRM-M-49379-2024

Date of Decision: October 01, 2024

HARVIR SINGH

....Petitioner(s)

VERSUS

STATE OF PUNJAB AND ANOTHER

....Respondent(s)

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Nikhil Ghai, Advocate
for the petitioner.

Mr. Jaspal Singh Guru, AAG, Punjab.

SANDEEP MOUDGIL, J.(ORAL)**1. Relief Sought**

The jurisdiction of this Court under Section 482 BNSS, 2023, has been invoked seeking the concession for the grant of anticipatory bail to the petitioner in FIR No.28 dated 29.07.2024 under Sections 420, 465, 467, 468, 471, 120-B IPC registered at Police Station Punjab State Crime, District SAS Nagar, Mohali.

2. The Prosecution story set up in the present case as per the version narrated in the instant FIR reads as under :-

'One letter No. 2604/C.C-2 dated 29.07.2024 from office of Director, Bureau of Investigation, Punjab, Chandigarh together with letter No. 27312/VB/A.S-5 dated 09/07/2024



from office of Joint Director (Complaint Cell) for Chief Director Vigilance Bureau Punjab, enquiry report, statements and record has been received in Police Station State Crime. 311/Diary/PS/ST/CR dated Diary 29/07/2024 Police Station State Crime was affixed No. of on letter. The contents of letter received are as Director, under: "From:- Bureau of Investigation, Punjab, Chandigarh. To, Station House Officer, Police Station State Crime, Phase-04, S.A.S. Nagar. No. 2604/C.C- 2 dated 29.07.2024. Subject:- Complaint No. 149/2020 Mohali against officer/official GMADA, Mohali Town Planner and M/s. Bajwa Developer. Memo: Reference Vigilance Bureau, Punjab, Vigilance Bhawan, Sector 68, S.A.S. Nagar's 27312/VB/A.S-5 office letter 09/07/2024 dated subject cited above. 2) on No. the In connection with above cited subject and report of Vigilance report received vide letter under reference together with record, after perusal by D.A (Legal) B.O.I and on approval of opinion given by him, same is being sent to you in original and it is written to register case FIR u/s 420, 465, 467, 468, 471, 120-B, IPC against accused and thorough investigation be conducted. If during investigation, any other fact or proof comes on record against officers of GMADA/PUDA, necessary action be initiated as per rules in that regard. In this regard, compliance report be sent to this office immediately. Sd/- (A.I.G/Litigation), for Director, Bureau of Investigation, Punjab, Chandigarh." The contents of Complaint No. 149/2020 made by Sucha Singh son of Ajit Singh resident of village Raipur District S.A.S. Nagar areas under: "To, The Chief Secretary, Government of Punjab, Punjab. Subject:- Complaint regarding illegally approved mega project without my consent in my land by the GMADA officials (Chief Town Planner). Respected Ma'am. I, Sucha Singh s/o Ajit Singh stated that I am land owner of 8 kanal 1 marla of village



Hasanpur, Distt. S.A.S. Nagar (Mohali). In year 2016, M/s. Bajwa Developers Ltd. submitted the mega project named "Sunny Enclave, Village Jandpur, Sihanpur, Hasanpur, Sector 122, 123, 124, 125 Distt. S.A.S. Nagar" for approval in GMADA. This project is approved by GMADA vide letter No. 1685 CTP (PE)/MPR 23. The officials of GMADA approved this project in my land without my consent. Now, defrauded by the GMADA officials. I feel Apart from this, I also want to inform you that GMADA officials illegally approved shaamlaat land of village Shinpur as reserved for EWS flats in this mega project. I this approved mega project shaamlaat of 3.426 acres land which was village Shinpur, GMADA officials illegally approved this land as EWS flats for M/s. Bajwa Developers Ltd. This smells of great conspiracy between M/s. Bajwa Developers Ltd., Chief Town Planner GMADA and other officials of GMADA. So, it is my humble request to cancel the above said mega project in the interest of justice and conduct an enquiry against the erring officials of GMADA. Thanking you, Sincerely Sd/- Sucha Singh s/o Ajit Singh village Raipur, Distt. S.A.S. Nagar 98158-33009 [M]." The verification report of above sald complaint was given by Insp. Jasvir Kaur, Vigilance Bureau Unit, S.A.S. Nagar, who has written in conclusion report an under:-

"From the verification of above said complaint, the under-signed has come to the conclusion that as per statements obtained and record, it has been found that complainant Sucha Singh had enter3ed into an agreement to sell his land measuring 02 killas 02 marlas land situated in village Hasanpur with M/s. Bajwa Developers and Pvt. Ltd., through M.D Jarnail Singh Bajwa on 18.05.2015. As per said agreement, Jarnail Singh Bajwa had got executed the sale deed of 01 killa 01 marla land from Sucha Singh but due to



not paying the full amount of said 01 killa land also as per agreement, complainant Sucha Singh had filed civil suit and while hearing the same, had orders stay on learned court construction. Complainant Sucha Singh was yet to execute the sale deed of other 01 killa land as per agreement entered into with M/s. Bajwa Developers on 18.05.2015, which has not been done till date. In year 2016, M/s. Bajwa Developers had started developing his one project Sunny Enclave Sector 122, 123, 124 and 125 under which M/s. Bajwa had taken approval from GMADA vide letter No.1 685/C.T.P (P.B/M.P.R dated 06.04.2016 for acquisition of land in village Hasanpur, Jandpur and Shinpur. When M/s. Bajwa had applied for taking this approval, then the persons who had entered into an agreement to sell with M/s. Bajwa Developers for selling their lands, then their consent letters in the shape of affidavits were attached with the case applied. M/s. Bajwa fraudulently prepared fake consent letter of the land in respect of which case was pending in court and other land measuring 01 acre 01 marla, the sale deed of which was not executed till date, deposited the same with GMADA by forging the signatures of Sucha Singh, the basis of which approval was given by GMADA. During verification, record obtained from GMADA department and it was found that stamp papers on which consent letters were prepared, the stamp of Raunak Lal, Stamp Vendor was affixed on reverse of it and after stamp register number, said stamp papers have been shown to have been sold on 5.10.2010. In this regard, stamp vendor Raunak Lal was joined in enquiry, who stated that he has not sold the said stamp papers and stamp and register number/date affixed on those is fake. Thereafter those stamp papers were got verified from Advocate Manbir Singh, Notary Public, Kharar, who attested those stamp papers, who stated that he has attested the stamp papers but those stamp papers were



attested on the asking of Deepak, Sukhjit and Shampy working with Jarnail Singh Bajwa because earlier also on their asking, he had been attested the stamp papers being known to them. Thereafter report in writing was obtained from District Treasury Officer, Mohali regarding issuance of said stamp papers, who obtained the report from Kharar/Derabassi and Mohali and has written that those stamp papers have not been issued by them. During verification, it has also come to the light that after writing register number on these stamp papers, date for issuance of stamp papers has been written as 15.10.2010, whereas the agreement of Sucha Singh and M/s. Bajwa regarding sale of land has been executed on 18.05.2015. Then when this agreement has been executed in year 2015, how consent letter/affidavit could have been given in 2010, means that those are fake. These stamp papers are purchased from where and in which year, it is part of investigation because M/s. Bajwa Developers and Private Limited through M.D Jarnail Singh Bajwa and persons working with him namely Deepak, Shampy and Sukhjit Singh did not join the enquiry despite being called repeatedly. Besides this, during enquiry it came to notice from office of M/s. Bajma Developers that Sukhjit Singh has died some time ago. Therefore, in the end, I have come to the conclusion that M/s. Bajwa Developers Pvt. Ltd., Kharar, District Mohali, in order to extend benefit to it and in collusion with Manbir Singh Advocate, Notary Public Tehsil Kharar, prepared fake consent letter of land of Sucha Singh complainant, has obtained C.L.U from GMADA department. The collusion of officer/officials of GMADA/PUDA department can also be in it because without their collusion, such thing is not possible. During verification, due to non joining of the enquiry by M/s. Bajwa Developers Private Limited and persons working with him, this fact could not be cleared during verification.



Therefore, It is part of investigation. due to doing this, it is suggested to register case FIR against M/s. Bajwa Developers and Private Limited through M.D Jarnail Singh Bajwa, Deepak Kumar, Shampy and advocate Manbir Singh Notary Public Tehsil Kharar, District Mohali after taking opinion from legal branch, Vigilance Bureau, Punjab. Besides this, the role of officers/officials of GMADA/PUDA department shall be considered during investigation. Sd/- (Jasvir Kaur) Vigilance Bureau, Inspector cor Unit Police, S.A.S.Nagar."

"27/9/2022 Complaint No. 149/2020 regarding Joint Director (Complaint Cell) for Chief Director Vigilance Bureau Punjab's report letter No. 27312/VB/A.S-5 dated 09/07/2024 is as under: "mo, Director General of Police, Punjab, Chandigarh. No. 27312/VB/A.S-5 dated 09/07/2024. Subject:- Complaint No. 149/2020 Mohali against officer/official GMADA, Mohali Town Planner and M/s. Bajwa Developers. From the verification of subject cited complaint by Vigilance Bureau, it has been found that in above said complaint, the whole matter is of committing cheating with complainant. During verification, neither offence under P.C Act is made out, nor the role of any Govt. officer/official has come to the light. In this regard, action is required to be initiated by District Police Mohali Enquiry Officer has given suggestion register case FIR against M/s. to Bajwa Developers and Private Limited through M.D Jarnail Singh Bajwa, 2) Deepak Kumar, 3) Shampy, 4) Advocate Manbir Singh Notary Public Tehsil Kharar, District Mohali (On the basis of new facts complainant Sucha Singh declaration letter) and mentioned by in his self Harvir Singh 5) Property Dealer. Therefore, report together with enclosures is being sent to you and it is written to write to Mohali to register case District Police, FGIR against above said accused and this office be apprised about the action taken.



3. Contentions

On behalf of the petitioner

The Ld. counsel for the petitioner submits that apart from the fact that the present dispute revolves around the agreement to sell between the complainant and Jarnail Singh dated 18.05.2015 involving the land measuring 16 kanals 02 marlas which clearly depicts a dispute of civil nature which has been given the colour of criminal liability to use it as a mode of twisting arm of the petitioner.

It is further submitted that as far as the role of the petitioner is concerned, he was only a witness to the execution of the agreement to sell itself and all the matter between the complainant and the petitioner stands settled by way of compromise dated 07.08.2024 (Annexure P-5) and in that regard petition bearing CRM-M-44273-2024 has been preferred before this Court seeking quashing of the instant FIR on the basis of the abovesaid compromise, wherein the notice of motion has been issued and is pending for 19.10.2024.

On behalf of the State

The Ld. State Counsel appearing on advance notice, on instructions from the Investigating Officer opposes the prayer for anticipatory bail but is not in a position to controvert the submissions as made on behalf of the petitioner.

On behalf of the complainant

Mr. Rajeev Singh, Advocate, puts in appearance on behalf of respondent No.2-complainant and has filed his memo of appearance in



Court, which is taken on record. He does not controvert any of the assertions raised on behalf of the petitioner.

4. **Analysis**

Be that as it may, after given a thoughtful consideration to the submissions as made, by the counsel for the petitioner with regard to the dispute in the present FIR being of a civil nature, which has been given a criminal colour by the complainant, this Court finds no reason to deny the petitioner the concession of anticipatory bail, wherein the petitioner has bona fide intentions and is willing to join the investigation and cooperate for furtherance of the same so that the final report can be submitted by the Investigating Agency within the stipulated time period.

5. **Decision**

Hence, in view of the admitted set of circumstances before this Court, the petitioner is hereby directed to be released on anticipatory bail subject to him joining investigation and reporting to the Investigating Officer concerned within a period of one week from today, upon furnishing of personal/surety bonds to the satisfaction of Arresting/Investigating Officer. The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS of which are reproduced below :-

'When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such directions in the light of the facts of the particular case, as it may think fit, including-

(i) a condition that the person shall make himself available for interrogation by a police officer as and when required;



- (ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;
- (iii) a condition that the person shall not leave India without the previous permission of the Court;
- (iv) such other condition as may be imposed under sub-section (3) of section 480, as if the bail were granted under that section.'

However, it is made clear that in case the petitioner does not comply with the aforesaid direction of joining the investigation within one week, the order passed by this Court today shall automatically, stand cancelled.

The petition in the aforesaid terms stand allowed.

(SANDEEP MOUDGIL)
JUDGE

01.10.2024
Sangeeta

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