



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-50788-2024
DECIDED ON: 09.10.2024

JITENDER

.....PETITIONER

VERSUS

STATE OF HARYANA

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Yuvraj Singh Chauhan, Advocate
for the petitioner.

Mr. Gurmeet Singh, AAG, Haryana.

SANDEEP MOUDGIL, J (ORAL)

1. Relief sought

The jurisdiction of this Court has been invoked under Section 482 BNSS, 2023 for grant of anticipatory bail to the petitioner in FIR No.274, dated 06.09.2024 (Annexure P-1), under Sections 420, 467, 468, 471, 120-B IPC or Sections 318, 338, 336, 340 & 61(2) of BNS, 2023, registered at Police Station Bhondsi, Gurugram, Haryana.

2. Prosecution story setup in the present case as per the version in the FIR as under:-

“To, The Commissioner of Police, Gurugram Sub: - Complaint against (1) Sh. Jagbed Singh S/o Amarsingh of Po R/o H.No. 355/15, Gandhi Nagar, Gannaur Mandi, Gannaur Sonipat Haryana (Aadhar No. 9681-4247-6869 Mobile No. 9215208075), (2) Jitender So Bhagmal, R/o Village Nayagaon, P.S. Bonds, Tehsil Sohna, Gurugram

(Mobile No. 9999288612), (3) Poonam Singh, Sub-Registrar, Sadar- V, Ghaziabad, U.P. (4) Sheetlesh Dohre, Registration Clerk, Sub-Registrar, Sadar-V, Ghaziabad, U.P., (5) Vijay Kumar Advocate, Ghaziabad, Chamber No. 35A, Tehsil Compound, Ghaziabad, V.P., (6) Phoolchand S/o Jagdish, R/o Jail Road, Nayagaon, Bonds, Tehsil Sohna, District Gurugram, Haryana, (7) Hitesh Kumar S/o Sh. Rampal, R/o Ambedkar Nagar, Dhukna, Ghaziabad, U.P., (8) Sub-Registrar Sohna, Tehsil Sohna, District Gurugram (9) Registration Clerk, Sub-Registrar Sohna, Tehsil Sohna, District Gurugram, Haryana (10) Krishan Advocate, Sohna, Tehsil Compound, Sohna, Gurugram, Haryana (11) Srichand Numberdar, Alipur, Tehsil Sohna, District Gurugram, Haryana (12) Halga Girdawar, Village Bhondsi, Tehsil Sohna, Gurugram. (13) Halqa Patwari, Village Bhondsi, Tehsil Sohna, Gurugram for taking a criminal action and lodging the FIR against culprits. Sir, (The price shown by them in the registry is Rs. 0,13,00,000, whereas the price of this land is Rs. 0,60,00,000.)

1) The applicant respectfully submits as under: - 1. That the applicant is a law abiding citizen and a permanent resident of India. 2. That the applicant is the owner in possession of land bearing Khewat/ Khata No. 139/148, Mustil No. 36, Killa No. 24/2 (2-3), 25/2 (7-5), Mustil No. 59, Killa No. 5/1 (2-8), 5/3 (2-16), kita 7 total measuring 14 Kanal 12 Marla to the extent of share 1- 04/2628 admeasuring Rakba 6 Kanal 13 Marla 7 Sarsai situated within the revenue estate of Bhondsi, Tehsil Sohna, District Gurugram vide Mutation No. 32066 dated 09-06-2023. 3. That the accused no. 2 Jitender approached to me to get GPA admeasuring Rakba only 110 sq. yards only out of the above total land. The said accused no.2 is the cousin brother of the complainant as the mother of

the complainant and accused no.2 are cousin sisters, so both are in cousin relations and they are in the properly dealing business since last many years. 4. That on 22-02-2024 a GPA vide Vasika no. 158 was executed and get it registered in the office of Sub-Registrar Sadar-V, Ghaziabad, U.P and the said GPA was endorsed Bahi Sankhya -4, Jild No. 2489, page 87-102, serial no. 158 dated 22-02-2024 and its application no. is 202400739016425. Actually the said complainant promised to give GPA to accused no.1 on the asking of accused no.2 only for Rakba 110 sq. yards out of the said property within good faith. Suddenly the accused no.2 called on 22-02-2024 to call in the Sub-Registrar office Ghaziabad to get the GPA and send location. But it is utterly shocked when the complainant came to know that the Rakba 6 Kanal 13 Marla 7 Sarsai and get the signed GPA document without read out properly to the complainant and it was given only Rakba 110 sq. yards, but which are written/ mentioned 6 Kanal 13 Marla 7 Sarsai which wrong mentioned and the said accused no. 1 2 didn't read out or explained the words of the said GPA. 5. That the accused no. 1 2 committed breach of trust, cheated and made a big fraud with the complainant and all the culprits / accused are involve with accused no. 1 2 in the criminal conspiracy. 6. It is pertinent to mention here that on the day of execution of said GPA only one GPA was executed in which double signature of both the parties of GPA i.e. complainant and accused no. 1 has been given on each and every pages of said instrument but the said accused no.1 2 with malafide intention of official of Sub-Registrar officer, Sadar- 5, Ghaziabad, U.P. and all concerned/ Accused No. 4, 5, 6 7 of the GPA intentionally, illegally, arbitrarily, knowingly succeed to change the page no. 3 of the original CPA and

mentioned as Rakba 6 Kanal 13 Marla 7 Sarsai in place of Fakba 110 sq. yars and secondly changed/ add a page no.5 and add this page with manipulated condition in which it has been shown in the 1st line of the page 5 i.e. 2nd party can sell out of property but it is only manipulated page and an alteration has been done as it should be compared with its original GPA in which there was neither any permission has been given nor the 2nd party i.e. accused no.1 to get authorized to get the sale deed/ registration / transfer the suit property in favour of any 3rd person. 7.It is also pertinent to mention here that the signature is differs and only one signature has been shown in each and every page of the manipulated page, actually there is a fraud done by the culprits with the complainant to mentioning, adding fraudulently condition of sale deed, agreement to sell, to get advance and receipt in this regard as well. While the said permission was not given by complainant in favour of accused no. 1. 8. It is mention here that again a big fraud was made with the complainant to executing the sale deed in favour of accused no.2 in the strength of said GPA vasika no. 158 dated 22-02-2024 issued by Sub-Registrar, Sadar-5, Ghaziabad, U.P. and shown there is no consideration was received by the complainant at the time of execution of the same neither any payment was given at the time of executing the GPA on dated 22-02-2024 nor any payment was received, only a false cheques of Rs.9,00,000/- was given which was bounded later on, on the day of execution of GPA dated 22-02-2024 in the account of the complainant. 9. It is pertinent to mention here that the payment which was shown 1st 4 payment as per table of the said sale deed dated 29-03-2024 is not the sale consideration but it is a credit amount against the accused no.2 Jitender which had been taken by him

on various previous dates, which was return by him. to complainant and same was malafidely, knowingly, arbitrarily shown it's a sale consideration of the sale deed and as per this payment table the cheque no. 624140 dated 29-03- 2024, cheque no. 624141 dated 29-03-2024, cheque no. 624142 dated 29-03-2024 never given to the complainant which was mentioned illegally and only just to give undue loss to the complainant by the fraudulent act was done and forged documents were prepared and there is no role to get the sale deed dated 29-03-2024 by the complainant in favour of the accused no.2. 10. That it is most important to mention here that the complainant is the absolute owner and entire rights of ownership will be sale in his hand and clearly mentioned/ specified in the said GPA dated 22-02-2024 i.e. reproduced as under:-

"The power of attorney is not authorized to sell any immovable property by this power of attorney deed, which has been published in the Gazette by Notification No. 561/79 V.-1-2023 2-A-6/23 dated 28.12.2023 issued by Legislative Section-1 U.P. Government. Commissioner Stamp Uttar Pradesh Prayagraj, Issue No. 65 / Stamp Miscellaneous 02/1/2024 dated 10. 01.2024, this power of attorney is marked as revocable.

As per this above Gazette notification if the such type of permission to sale the property was given/ taken / written in any GPA then the said GPA (General Power of Attorney) will be deemed as infractuous and same will be liable void and refutable. The said GPA which was executed on dated 22-02-2024 is already automatically cancelled if there is any sale deed is being a executed the same sale deed will also be refutable, void and will be deered to be cancelled. 11. That the complainant also moved a complaint to Tehsildar Sohna vide dated 10-04-

2024 to stop the mutation and do not entered in record of revenue record of sale deed vasika: no. 14690 dated 29-03-2024 and the said applicant was marked to Halka Patwari to necessary action yet the same mutation was entered in revenue record beside this application which has been done with the malafide intention of Tehsildar Sohna, Girdawar, Halka and Halka Patwari of Village Bhondsi all are involved in said conspiracy as the said sale deed was executed in the strength of GPA dated 22-02-2024 in which clearly mentioned about the Gazette Notification which defines if the sale power is being delivered to 2nd party then the said GPA is refutable and deemed to be automatically cancelled and same will be considered as infructuous and the entire information of this Gazette notification was in the mind of the said Tehsildar/ Girdawar/ Sub-Registrar as well as all accused, hence, they have caused the malafide intention and all are in same conspiracy. 12. When the complainant requested to accused no. 12 to cancel the GPA dated 22-02-2024 as well as sale deed dated 29-03-2024 then the both accused with other unknown person (name not known) and threatened the complainant to murder him and taught a lesson in this regard, asking / stating that if you the complainant tried to cancel the above said instrument you and your family will be killed. 13. That the complainant moved a - complaint to SHO Sihani Gate on 15-04-2024 prayer to cancel the said GPA and take the legal action against the accused which is endorsed, still is pending. 14. That as per GPA dated 22-02-2024 the complainant authorized to accused no.1 only to keep maintain and use the Rakba 110 aq. yarda and for this purpose the cheques of 9 Lacs rupees which was given by accused no. 1 the same was got dishonoured / bounced, hence, as per the Gazette notification mention

above contains facts the said complaint is liable to be excepted and the above accused caused the offence of 406, 420, 419, 467, 468, 471, 120B, 506 IPC (the same offences considered as per law and section of BNS). Keeping in the interest of justice and to meet to justice you please accept this complaint and issue a necessary direction to their police officials to lodge the FIR in above relevant section/ offences and a strict criminal legal action may kindly be taken against above said accused persons accordingly. It is also prayed that the Life and liberty of the complainant and his family may kindly be safe and saved from the above said accused person. Complainant Sd. Sandeep S/ Jai Chand, R/o Village Karna, District Palwal, Haryana, Mobile No. 8168806527 Dated: 19-07-2024 In relation to letter number 1473 PD / DCP South Gurugram dated 06.09.2024, complaint number 15345/CP/2024 / APR dated 19.07.2024 and letter number 17746-47/CC dated 04.09.2024 and 1630-CAS dated 06.09.2024 and 2937-DS dated 06.09.2024 was received at the police station. FIR number 274 dated 06.09.2024 under sections 420, 461,468,471,120B IPC was registered at Police Station Bhondsi Gurugram and the certified copies of the FIR will be prepared by computer and sent to the service of Bajararia Post Area Magistrate Sahab or higher officials and further investigation of the case will be carried out by EOW First Gurugram. This charge has been registered in the presence of SI Arjun 361.”

3. **Contention**

On behalf of the petitioner

Learned counsel for the petitioner contends that the complainant and the petitioner jointly purchased the land in question with the petitioner

paying 70% of the purchase price. He further contends that the main grievance of the complainant in the present FIR is that the petitioner fabricated GPA dated 22.02.2024 (Annexure P-2). Pursuant to this GPA, a sale deed was executed between one Janged Singh and the petitioner on 29.03.2024 (Annexure P-3). He further submits that the complainant has received various amounts as per the sale deed, which can be verified through the petitioner's bank statement. It has been asserted on behalf of the petitioner that he is willing to complete his obligation for which he had given cheques to the complainant for the balance amount, which is annexed as Annexure P-5.

Furthermore, the petitioner has filed a civil suit for permanent injunction regarding the same land against the complainant to enforce the sale deed dated 29.03.2024 and as a counter blast to the said suit, a similar suit qua the same disputed land has also been filed by the complainant.

On behalf of the State

Learned State Counsel appearing on advance notice, opposes the grant of anticipatory bail to the petitioner on the ground that the petitioner along with other co-accused has fabricated the GPA and is therefore, liable to be prosecuted.

On behalf of the complainant

Mr. D.S. Matya, Advocate has put in appearance on behalf of the complainant and has filed vakalatnama, which is taken on record. He seeks dismissal of the instant petition on the ground that the petitioner along with co-accused has fabricated the GPA and in pursuance to this GPA, a sale deed was executed between one Janged Singh and the petitioner on 29.03.2024 (Annexure P-3).

4. **Analysis**

Be that as it may, as far as the contention regarding the fabrication of the GPA is concerned, the Sub Registrar's office sought clarification on the registration status of GPA No.158, dated 28.03.2024. The Sub Registrar verified that the GPA was duly registered in their records through a letter dated 05.04.2024. Additionally a similar complaint was also filed with the Ghaziabad Police, which led to a compromise on 08.05.2024 in which the complainant has stated that he do not want to take any action against the petitioner. Consequently, the police cancelled the complaint. Besides a civil suit is already pending between the parties qua the disputed land, wherein the petitioner has filed a suit for permanent injunction.

Keeping in view all the circumstances stated hereinabove, this Court do not find any reason to deny the concession of anticipatory bail to the petitioner, wherein prima facie it can be made out that civil dispute has been given a colour of criminal liability. Therefore, this Court is of the considered view that the petitioner deserves to be let out on anticipatory bail.

5. **Decision**

In the light of above, the petitioner is directed to be released on anticipatory bail subject to his joining investigation with the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to his satisfaction. The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS, 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 a period of one week, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

09.10.2024

Poonam Negi

(SANDEEP MOUDGIL)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No