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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-54749-2024
DECIDED ON: 04.11.2024

PREM SINGH AND ANR.

.....PETITIONERS

VERSUS

STATE OF PUNJAB AND ANR.

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Mrigank Sharma, Advocate for the petitioners.

Mr. Jaspal Singh Guru, AAG Punjab

Mr. Partap Singh, Advocate for respondent No.2.

SANDEEP MOUDGIL, J

1. Relief Sought

The jurisdiction of this Court has been invoked under Section 482 of BNSS, 2023 seeking anticipatory bail to the petitioners in case FIR No.0073 dated 31.08.2024, under Sections 115(2), 126(2), 304(2), 190, 351(1) and 351(3) of BNS 2023, registered at Police Station Sanaur, District Patiala (Annexure P-1).

2. Prosecution story, set up in the present case as per the version in the FIR read as under :-

'At this time, due to a statement, Arvinder Singh alias Lucky son of S. Jaswant Singh, resident of village Panodia Thana Sadar Patiala District Patiala Age 42 Years Mobile 98768- 93693 Written by ASI Bikramjit 333/Pt. By way of complaint against Diksat Gaur son of Sh. Anupam Gaur resident of Flat No. 5 Ground Floor HIG Flats SST Nagar Patiala, Prem Singh son of Jarnail Singh resident of village Chuaharpur Kalal Tehsil and District Patiala, Dharwinder Pal Singh son of Joginder Singh, Surjit Singh son of Unknown, Raju Alias Billa Son of Unknown and Lavi Son of Unknown and 8/10 Unknown Persons under Section 115(2), 126(2),304(2), 190,351(1)(3) BNS. Investigation were joined by PHG

Tarsem Lal 18076 Police Station Sonaur. Statement of Arvinder Singh alias Lucky, son of Sh. Jaswant Singh, resident of village Panaudian, police station, Sadar Patiala, district Patiala, age about 42 years, phone number 98768-93693, stated that I am a resident of the abovesaid address and doing agricultural work. Jitendra Bhinder and Bikramjit Singh Bhinder, son of Santokh Singh Bhinder, resident of House No. 150, Street No. 18, Guru Nanak Nagar, Patiala, are my relative. On 28-08-2024, being a relative, Jatinder Bhinder called me and told me that Bai Bikramjit Bhinder had given his 7 trucks (Tipper) to Dikshit Gaur son of Sh. Anupam Gaur resident of Flat No. 5 Ground Floor HIG Flats S.S.T Nagar Patiala and Prem Singh son of Jarnail Singh resident of Village Chuaharpur Kalalan Tehsil and District Patiala had sold it for Rs. 1,70,00,000/-. They have told us that their payment of Rs. 62 lakh 90 thousand remains due to the said Dikshit Gaur and the said Prem Singh, the writing of which is available with them, due to which the said Dikshit Gaur and the said Prem Singh in order to adjust the said Rs. 62,90,000/- we have been called by them to Chika Road at Kalgidhar Motor (Tata Agency) to get around 2 Acres of land transferred in our name for the said adjustment, they have also shown us the said land. On 28-08-2024 there is to be an agreement in which you have to be a witness, so you have to go with us, so me and my relative Jitinder Bhinder, and our friend Daljit Singh Virk son of Amrik Singh resident of Sarhand Road Patiala all three of with their documents reached at Chika Road near Kalgidhar Motor (Tata Agency) at 11:30 AM, where we found Dikshit Gaur son of Anupam Gaur, Prem Singh son of Jarnail Singh, Dharwinder Pal Singh son of Joginder Singh, Surjit Singh son of not know, Raju alias Billa son of not know Maloom, and Lavi son of not known and we all met in the office, there we discussed about the contract of the said land, they were willing to enter into the contract, then they told us that you sit here have tea and water and we shall come back in a little while after consulting each other, we kept on waiting in the said agency and when they did not come after two hours, Jatinder Bhaji called Dikshit Gaur and he said that we are coming after a while and thereafter, we shall go to the court to write the contract, we waited for them for a while again. Then after a while the said Dikshit Gaur, Prem Singh, Dharvinder Pal Singh, Surjit Singh, Raju @ Billa, and others including Lavi came to the office with 8/10 unknown persons, then as soon as they came, Prem asked Jitinder Bhinder to take out the original contract worth Rs. 1 crore 70 lakhs and show it to us. Jitender Bhai thereafter, showed to the contract bearing Sr. No. IN-PB35050218981234U dated 15.10.2022 to Prem Singh, when Jitinder Bhinder tried to put back the said contract back, Prem Singh snatched the contract from him and rushed forward and gave to Dikshit Gaur. We all were shocked at once, and we tried to stop them from doing so, then all of

them started beating us with their legs and hands, then we told them that we will go to the police station to lodge a complaint against you, otherwise give back the contract that was taken from us, at that time Prem Singh said that go and do what you have to do, we are not afraid of the police station. When we came out of the agency the said 3/4 persons once again surrounded us and gave us beatings once again, we left that place with great difficulty. On account of the seriousness of the injuries my friends got me admitted in Rajindera Hospital, Patiala, thereafter, after treatment, the doctors discharge me on the same date i.e. 28.08.2024. Dikshit Gaur, Prem Singh, Parwinder Pal Singh, Surjit Singh, Raju @ Billa and Lavi alongwith 8/10 unknown persons have given us beating after surrounding us and have snatch our agreement dated 15.10.2022 for an amount of Rs. 1,70,00,000/- and as such the necessary legal action may be taken against them. I visited you alongwith my relative Jatinder Bhinder and have recorded my statement and have read over the same. '

3.

Contentions**On behalf of the petitioner**

Learned counsel for the petitioner submits that the petitioners proprietors of Kalghidhar Motors, a reputable TATA Truck Agency in Patiala, were approached by Bikramjit Singh Bhinder, the complainant's cousin, with a proposal to purchase his seven trucks. As Bhinder was struggling to operate the vehicles, the petitioners expressed interest in acquiring them in 2022 and even paid Rs. 20,00,000 as part of the agreement. He further submits that throughout the transaction, the parties maintained open communication, with payments being made as the registration certificates (RCs) were transferred to the petitioners' name. However, it later transpired that Bhinder had sold three of the seven trucks to other parties, rendering the transfer of ownership impossible.

On behalf of the respondent/State

Learned State counsel appearing on advance notice prays for dismissal of the present petition on the ground that the custodial interrogation of

the petitioners is required as serious allegations are levelled against the present petitioners. t

4. Analysis

There is no dispute to the fact that both the parties had entered into an agreement for the purchase of the trucks, wherein a written agreement was also entered between the parties for the payment of the outstanding amount to the tune of Rs.62.9 lacs. Complainant alongwith his friend went to the petitioners' agency namely Kalgidhar Motors alongwith the agreement. Later, the petitioners alongwith other persons asked the Jatinder bhinder to show the agreement and then after seeing it the petitioner No.1 namely Prem Singh snatched the said agreement from him and handed over the same to the petitioner No.2 namely Dikshit Gaur. And also inflicted injuries on the person of the complainant. Therefore, there are specific against both the petitioners that they have snatched the agreement and inflicted injuries for which this Court deems it appropriate that the custodial interrogation of the petitioner is required, keeping in view the gravity and seriousness of the allegations.

More so, investigation is still going on in the present case. It is settled proposition of law that power exercisable under Section 438 Cr.P.C., is somewhat extraordinary in character and it is to be exercised in exceptional cases. The Supreme Court in "State vs. Anil Sharma"; (1997) 7 SCC 187, held as under:-

"We find force in the submission of the CBI that custodial interrogation is qualitatively more elicitation oriented than questioning a suspect who is well ensconded with a favourable order under Section 438 of the code. In a case like this effective interrogation of a suspected person is of tremendous advantage in disinterring many useful informations and also material which would

have been concealed. Success in such interrogation would elude if the suspected person knows that he is well protected and insulated by a pre-arrest bail order during the time he is interrogated. Very often interrogation in such a condition would reduce to a mere ritual. The argument that the custodial interrogation is fraught with the danger of the person being subjected to third-degree methods needs not be countenanced, for, such an argument can be advanced by all accused in all criminal cases. The Court has to presume that responsible police officers would conduct themselves in a responsible manner and that those entrusted with the task of disinterring offences would not conduct themselves as offenders.”

In view of the seriousness of the allegations as also the need to take the investigation to its logical conclusion, the custodial interrogation of the petitioner(s) is certainly required. Therefore, I find no merit in the instant petitions, hence, the same are hereby dismissed.

However, it is made clear that the observations in this order are only for the purposes of deciding this bail application and the trial Court is free to adjudicate upon the matter in accordance with law.

04.11.2024

Sham

(SANDEEP MOUDGIL)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>