



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

102

CRM-M-55597-2024

DATE OF DECISION: 08.11.2024

JARNAIL SINGH

...PETITIONER

Versus

STATE OF PUNJAB

... RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. R.S. Sekhon, Advocate for the petitioner(s).

Mr. Jaspal Singh Guru, AAG, Punjab.

SANDEEP MOUDGIL, J (ORAL)

1. Relief Sought

This petition has been filed under Section 482 of Bharatiya Nagarik Suraksha Sanhita 2023 for the grant of anticipatory bail in a case FIR No.162 dated 01.10.2024 under Sections 420, 467, 468, 471, 120-B of Indian Penal Code 1860 registered at Police Station Sadar Ferozepur, District Ferozepur (Annexure P-1).

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

*‘To the Senior Superintendent of Police, Ferozepur.
Subject: Regarding forcefully occupying my house by Forging
the documents. Sir, it is requested that Respectfully, I have a
house located at No. 178, Bedi Colony, Ferozepur City. In 2022,
after the death of my son Rahul Bhandari, I came to Ferozepur
City. During this time, Jarnail Singh son of Channan Singh
resident of Sadhu Shah Wala along with property dealers visited
my house twice to see it. However, I refused to sell or rent out
the house. After I left for the USA, my nephew Amandeep Bedi,*



son of Amarjeet Singh Bedi, was taking care of my house. The property dealers approached him to rent my house. My nephew informed me about this and asked me to rent out the house, but I refused. I had already refused to rent the house to the dealers and Jarnail Singh earlier, but they assured me that they would vacate the house on time. Trusting them, I agreed to rent out the house and on 25/04/2023, I rented my house to Jarnail Singh for 11 months until 25/03/2024 at a monthly rent of Rs. 15,000/-. The written agreement was prepared by my nephew Amandeep Bedi with Jarnail Singh. At the time of writing the rent agreement, Jarnail Singh gave Rs. 20,000/- as advance security, which he deducted from the rent in advance. After the term ended, when I asked Jarnail Singh to vacate the house, then Jarnail Singh requested an extension of 2 months to find a new place and told that when I will get the house then I will vacate your house. Trusting my nephew's advice, I granted 2-month extension to Jarnail Singh and my nephew Amandeep Bedi also done writing in this regard with Jarnail Singh on 04.05.2024 and the time period for vacating the house as per this agreement was extended for two months from 25.04.2024 to 25.06.2024. My nephew sent me a WhatsApp message on 04.05.2024 from his whatsapp no. +917340821632 informing me about the extension, which is also available with me. However, even after 2 months, Jarnail Singh has not vacated my house or paid the rent. When I asked him to vacate the house and to pay the outstanding rent, he abuses me and threatens to kill me. Therefore, I have filed a complaint with your office. During the investigation, I have found that the copy of the rent agreement submitted by Jarnail Singh to the Deputy Superintendent of Police, City Ferozepur, shows that Amandeep Bedi granted him a one-year term from 25.04.2024 to 24.03.2025. However, the copy sent to me by Amandeep Bedi shows a 2-month term from 25.04.2024 to 25.06.2024. Both documents have the same serial number and date, which clearly shows that my nephew



Amandeep Bedi and Jarnail Singh in-connivance with each other trying to occupy my house, for which they have prepared the fake documents. Despite this Amandeep Bedi took the goods from my house worth of Rs. 1,50,000/- to his house and I asked him to save Rs.3,00,000/- but now he is not repaying the money. Now I came to know that they are having connection with criminal persons and land Mafia, who are illegally occupying the lands of NRI Peoples. Kindly take legal action against them and justice be given to me. Your's Sincerely Sd/- Kamlesh Bhandari wife of Late Rajan Bhandari r/o House no.178, Bedi Colony, Phase-1, Ferozepur City at present resident of America. Mobile no. 02.09.2024 UID-424894 DT-2/9/24. +917986780526

3. Contentions

On behalf of the petitioner

Learned counsel for the petitioner has argued that the petitioner has been falsely implicated in this case and as per the allegations, the petitioner and other co-accused by forging the documents have tried to occupy the house of the complainant. He submits that the petitioner has taken the house on rent for 11 months and in the rent agreement, the tenancy period was mentioned as 25.04.2024 to 24.03.2025 whereas the period should have been mentioned as 25.04.2024 to 25.06.2024 as per the complainant, therefore, lodging of the instant FIR invoking Sections 420, 467, 468, 471, 120-B is only an abuse to process of law.

On behalf of the State

Learned State Counsel appearing on advance notice on instructions from Investigating Officer vehemently opposes the prayer for grant of concession of anticipatory bail on the grounds that after two months the petitioner has not paid the rent and thereby duped the



complainant, apart from forging the rent deed showing it to be 1 year instead of 2 months alone.

4. **Analysis**

Be that as it may, this Court is sanguine of the fact that whatever the allegations have been made out against the petitioner are documentary in nature and the whole dispute revolves around the rent note and forgery qua the period of tenancy, the same is documentary evidence and can be get verified with respect to its authenticity or forgery later on through scientific mode, hence, this Court is of the view that the custodial interrogation of the petitioner is not at all required, particularly 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, this Court finds no reason to deny the petitioner the concession of anticipatory bail.

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, on 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

08.11.2024
anuradha

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