

2024:PHHC:152617



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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-57829-2024
DECIDED ON: 21.11.2024

HARJIT KAUR AND OTHERS

.....PETITIONERS

VERSUS

STATE OF PUNJAB AND ANOTHER

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Tarunveer Vashist,
Mr. Shoryaveer Vashist, Advocates
for the petitioners.

SANDEEP MOUDGIL, J (ORAL)

1. Relief Sought

The jurisdiction of this Court under Section 482 of The Bharatiya
Nagarik Suraksha Sanhita, 2023, has been invoked seeking the concession for the
grant of anticipatory bail to the petitioners in FIR No.0080 dated 30.10.2024,
under Sections 467, 468, 471, 406, 420 and 120-B of IPC registered at Police
Station Kheri Gandian, District Patiala.

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

*“At present a complainant bearing No.994/PGD dated 25.10.2024
UID No.404896, From Kulbir Kaur Wife of Gurcharan Singh,
resident of Village Kutha Kheri, Police Station Kheri Gandeyan,
Tehsil Rajpura, District Patiala, Mobile No.94171-60635, after
investigation by the Deputy Superintendent of Police, Circle Ghanaur*

and by the orders of the SSP Sahib Patiala for registration of FIR against Manager Singh son of Mahinder Singh, Harjit Kaur wife of Manager Singh and Manjot Singh son of Manager Singh, residents of Kuthakheri, Police Station Kheri Gandeya, under Sections 467,468,471,406,420,120B IPC was received in the Police Station through Dak, the contents of which are as under," To the, SSP, Patiala (Punjab). Subject- Complaint for taking action against (1) Harjit Kaur wife Manager Singh and (2) Manager Singh son of Mahinder Singh, residents of Village Kutha Kheri, Tehsil Rajpura, District Patiala and after taking action for registration of FIR under the relevant provisions of law. Sir, It is requested that -1) That the complainant Kulbir Kaur wife of Gurcharan Singh, is a permanent resident of Village Kutha Kheri, Tehsil Rajpura, District Patiala and a peace loving and law abiding woman. 2) That the accused Harjit Kaur is Devarani (sister-in law) of the complainant in relation in the family. The complainant and her husband needed Rs.03 lakhs to perform the Nanak Chhak ceremony of her niece, so the complainant's family spoke to the said Harjit Kaur and her husband, Manager Singh, at that time Nachhatar Singh and Sukhdev Singh were also present, then the accused transferred Rs.3,00,000/- to the applicant on 08-02-2024 on interest at the rate of 12 per cent per month through bank after talking in front of said Nachhatar Singh son of Hamir Singh, resident of village Kuthakheri, Tehsil Rajpura, District Patiala and Sukhdev Singh son of Pratap Singh, resident of village Kutha Kheri. 3) That at that time, the accused, got purchased blank stamp papers from the complainant and got them to sign those blank stamp papers as guarantee, which the complainant had signed as a close relative and because of their trust, and the accused also got the signatures of witnesses Nachhatar Singh, Sukhdev Singh and my husband Gurcharan Singh as well on those blank stamp papers. 4) That at the time of taking the money, it was decided that the petitioner would return the said sum of Rs.03 Lakh to the accused within 06 months along with the interest of 06 months at the rate of 12 percent per annum and along with the value of the above blank

stamps and the accused will return the blank papers taken as guarantee to the complainant. 5) That as promised, on 19-07 2024, the Rs.3,40,000/-complainant had transferred (Rs. 3 Lakh Principal, Rs.36000/- interest for 6 months and Stamps Cost of Rs. 4000/-) through RTGS from her Account No.520101258473202 Union Bank of India, Branch Rajpura to Harjit Kaur's Bank Account Number. A copy of the bank statement is attached. 6) That after returning the money with interest, when the complainant asked the said accused Harjit Kaur and Manager Singh in front of the witnesses to return the blank stamp signed by her as a guarantee, the said accused told the complainant that they forgot the stamp somewhere and will return the Stamp in a few days. 7) That now the complainant has received the summons for 06-08-2024 from the Hon'ble Court Rajpura and when the complainant appeared in the said suit and took the copy of the suit and the copy of the documents submitted with the suit, the complainant came to know that accused misused the blank stamp papers provided by the complainant and her husband and a fake agreement to sell dated 08-02-2024 has been prepared and in which it is shown that 03 bighas of land owned by the complainant has been purchased for only Rs. 10 lakhs and earnest money of Rs. 3,36,000/- has been shown to be given, whereas the complainant has never written any agreement to sell in favour of accused Harjit Kaur and has never spoken to accused about selling the land. It is also worth mentioning here that the value of the land, regarding which the accused have prepared the agreement to sell fraudulently, is approximately Rs. 12 lakh per bigha and no one can even think of selling the said land for only Rs. 10 Lakh. 8) That the said suit has been filed by accused on 23-07-2024 and the accused have not deliberately mentioned the details of the money returned by the complainant with interest to accused on 19-07-2024 in the suit filed by them and have tried to mislead the Hon'ble Court as well. 9) That in this way, the accused in connivance with each other, have got prepared the said fake agreement dated 08-02-2024 by making illegal use of signatures on blank stamp papers got signed in trust from the

complainant and by using that fake agreement to sell now a false suit has been filed in the Hon'ble Court Rajpura and attempted to usurp valuable land of the complainant and despite recovering their money from the complainant with interest and expenses, by not returning the blank stamp papers signed by the complainant, they have committed breach of trust and have cheated the complainant. The copy of the suit along with a copy of the fake agreement to sell are attached. Therefore, by submitting the complaint, it is requested that, regarding the preparation of the said fake agreement dated 08-02-2024 by using the blank stamp papers and signatures obtained from the complainant in confidence and by using that fake agreement to sell attempting to grab the valuable land of the complainant by filing a false suit before the Hon'ble Court Rajpura and by not returning the blank stamp papers signed by the complainant in trust despite receiving their amount from the complainant along with interest and regarding committing breach of trust by misusing the same and regarding defrauding the complainant, strictest action should be taken and a case should be registered under the appropriate sections of law and justice be given to the complainant. Complainant Sd/-Kulbir Kaur, Kulbir Kaur wife of Gurcharan Singh, resident of the village. Kutha Kheri, Tehsil Rajpura, District Patiala.”

3. Contentions

On behalf of the petitioners

Learned counsel for the petitioners submits that the dispute between the parties is civil in nature arising out of agreement to sell dated 08.02.2024 in concern of property measuring 03 Bighas for a total consideration of Rs.10,00,000/-. It is contended on behalf of the petitioners that the petitioner No.1 is ready and willing to execute the said agreement, but complainant failed to accede the genuine request of the petitioner.

Notice of motion.

On behalf of the respondent/State

On the asking of Court, Mr. Jaspal Singh Guru, AAG Punjab, accepts notice on behalf of respondent/State, who could not controvert the fact that the dispute between the parties is civil in nature.

Mr. Simranjeet Singh Sarwara, Advocate has put in appearance on behalf of complainant, who prays for dismissal of the present petition on the ground that allegations against the petitioners are serious in nature, therefore, their custodial interrogation is required.

4. Analysis & Decision

Be that as it may, after giving a thoughtful consideration to the submissions made by counsel for the petitioners, particularly to the effect that admittedly the dispute between the parties is civil in nature arising out of agreement to sell dated 08.02.2024, whereas the petitioner No.1 is ready and willing to execute the said agreement, this Court finds no reason to deny the petitioners the concession of anticipatory bail wherein the petitioners have bona fide intentions and are ready and willing to join the investigation and cooperate for furtherance of the same so that the final report can be submitted by the Investigating Agency in time.

Hence, in view of the admitted set of circumstances before this Court, the petitioners are hereby directed to be released on anticipatory bail subject to their joining investigation and reporting to the Investigating Officer concerned within a period of 10 days from today, on furnishing of personal/surety bonds to the satisfaction of Arresting/Investigating Officer.

The petitioners 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 petitioners do not comply with the aforesaid direction of joining the investigation within 10 days, the order passed by this Court today shall automatically, stand cancelled.

In the afore-said terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

21.11.2024
Meenu

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