



CRM-M-20450-2024

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

(201)

CRM-M-20450-2024

Date of Decision : 28.01.2025

Rajeev Kumar

...Petitioner

Versus

State of Haryana and another

...Respondents

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. T.S. Attariwala, Advocate
for the petitioner.

Mr. Rajesh Gaur, Addl. AG, Haryana.

Mr. Keshav Pratap Singh, Advocate
for respondent No.2/complainant.

KULDEEP TIWARI, J.(Oral)

1. Through the instant petition, filed under Section 439 of Cr.P.C., the petitioner prays for grant of regular bail in case FIR No.359 dated 19.09.2023 (Annexure P-1), under Sections 406, 420, 506 and 120-B of the IPC, 1860, registered at Police Station Bilaspur, Yamuna Nagar.

2. In the instant case, the FIR (supra), was registered on a complaint made by one, Gagan Singla. The relevant extract, which has been culled out by the learned Additional Sessions Judge, Yamuna Nagar at Jagadhri, while declining the regular bail application, is extracted hereinafter :-

“7. As per the case of the complainant, accused Sanjeev and Rajeev (petitioner) entered into agreement to sell dated 04.06.2021 for selling their 15K 15M of land. They had received an amount of Rs.2 Crores in cash and more then Rs.1 Crore 70 lakhs by way of bank transaction. Out



of this, an amount of Rs.22 lakh was transferred in the bank account of Raj Kumari wife of petitioner. Admittedly the accused transferred other land measuring OK 12M vide sale deed dated 24.11.2021 in favour of Nidhi (wife of complainant) for consideration Rs.2,57,6000/-only.

8. At the time of entering agreement to sell dated 04.06.2021 with the complainant, accused disclosed that they had entered into one other agreement to sell dated 08.05.2019 in favour of Amrit Pal and pendency of civil suit titled as 'Amrit Pal Versus Rajeev' in the court. However, they did not disclose that they had entered into one other agreement to sell dated 04.08.2018 in favour of one Balkar in regard to share of Rajeev (accused No.2/petitioner). In both the suits, the transfer of share of Rajeev (accused No.2/petitioner) was stayed by the Civil Court.

At this stage, the agreement to sell dated 04.06.2021 appears to be genuine document having been scribed by regular deed writer and the signatures of accused Sanjeev and Rajeev (petitioner) appearing in the register of deed writer. Thus, the main contention of the Rajeev (petitioner) to the effect that the agreement to sell was forged by the complainant on blank signed papers is without any substance.

9. The act of accused Rajeev (petitioner) and Sanjeev in receiving huge amount of money from the complainant amounting more than Rs.3.5 crores on the pretext of selling their land despite knowing that they had already entered into two other agreements to sell in favour of other persons prima facie reflects that they had dishonest intention to cheat the complainant.

10. It has been pointed out that in order dated 06.11.2023 passed by the Hon'ble High Court in the anticipatory bail application CRM-M-55819 of 2023 filed by the petitioner and his wife Raj Kumari, it was argued that Sanjeev was



ready and willing to execute the sale deed in respect of the disputed land measuring 3 Kanals 16 Marlas in favour of complainant. However, admittedly the said undertaking has not been honoured till date. Even otherwise, the allegations against the petitioner are quite grave. The complainants have been defrauded by huge amount of more than three and half crores.

11. The case of the petitioner is at par with his co-accused Sanjeev Kumar. His bail application already stands dismissed by this Court, on merits. The petitioner is required to sail in the same boat.

12. In case, the petitioner is admitted to bail at this stage, he may tamper with the evidence.

13. As sequel to above, the bail application of the petitioner stands dismissed, as such.

14. Nothing observed here-in-above shall be construed as opinion on the merits of the case.”

3. On asking for the relief (supra), though the learned counsel for the petitioner has raised the arguments on merits and submits, that the document i.e. agreement to sell, is a disputed agreement. However, this Court is not considering the instant matter on merits, rather, this Court has considered the instant petition, on account of the long incarceration undergone by the petitioner, in the instant FIR. Learned counsel for the petitioner further informs this Court, that the petitioner has undergone incarceration of approximately one year, as on date, and out of total 22 prosecution witnesses, as cited by the prosecution, only 12 witnesses have been examined, as on date.

4. Custody certificate dated 26.01.2025, qua the petitioner, furnished by the learned State counsel today in the Court. The same is taken on the record.



5. The custody certificate reflects the exact period of incarceration undergone by the petitioner is 11 months and 24 days, as on today, and he is stated to be involved in three other cases. However, the same are the private complaints, filed under Section 138 of the Negotiable Instruments Act, 1881, and in all the three complaints, the petitioner is on the bail.
6. Be that as it may, considering the fact (i) that the offences in which the petitioner is facing a trial, are triable by the Court of Judicial Magistrate, Ist Class; (ii) secondly, the petitioner has already undergone the incarceration of about one year, as on date; (iii) furthermore, the conclusion of the trial would take sufficient time, as only 12 witnesses have been examined, out of total 22 prosecution witnesses, as cited by the prosecution, therefore, this Court deems it appropriate to enlarge the present petitioner on regular bail. Consequently, the instant petition is **allowed**.
7. The petitioner is ordered to be released on bail on furnishing of bail bonds and heavy surety bonds to the satisfaction of Chief Judicial Magistrate/trial Court/Duty Magistrate, concerned.
8. However, anything observed hereinabove shall have no effect on the merits of the case and is meant for deciding the present petition only.

(KULDEEP TIWARI)
JUDGE

January 28, 2025
Manpreet

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