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

CRM-M-48930-2024
Reserved on: 13.01.2025
Pronounced on: 30.01.2025

Parveen Kumar ...Petitioner

Versus

State of Haryana …Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Arnav Ghai, Advocate for the petitioner.

Ms. Harpreet Kaur,AAG, Haryana.

Mr. R.S.Dhull, Advocate
for the complainant.

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ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
19	17.01.2024	Murthal, District Sonepat	420, 467, 468 and 471 IPC

1. The petitioner apprehending arrest in the FIR captioned above has come up before this Court under Section 438 of the Code of Criminal, seeking anticipatory bail.

2. Per paragraph 23 of the bail application, the accused has the following criminal antecedents:

Sr. No.	FIR No.	Date	Offenses	Police Station
1.	325	09.10.2020	323, 34, 506 IPC	Murthal, District Sonepat
2.	150	04.03.2021	406 and 420 IPC	Sonipat City, District Sonepat
3.	72	10.02.2022	174-A IPC	Panipat City, Panipat
4.	NACT-1982-2023	2023	138 of NI Act	Panipat
5.	COMA-827-2021	2021		Bahadurgarh
6.	CC NI Act 3170 of 2021	2021		New Delhi
7.	NACT-3453-2020	2020		Karnal
8.	NACT-1023-2023			Sonepat
9.	CC NI Act-372-2020		138 NI Act	Sonipat
10.	CC NI Act-694-2020		138 NI Act	Sonipat
11.	CC No.156 of 2018		138 NI Act	Ganaur, Sonipat

3. The facts and allegations are being taken from the copy of FIR annexed with the bail petition by the petitioner**,** which reads as follows:

> *"To, The Chief Minister, C.M. Window, Subject: Karnal. Application for the registration of a case against Parveen Kumar alias Patwi son of Sh. Parkash, caste Tyagi, resident of village Malikpur, Police station Murthal, Tehsil and District Sonepat, mobile No. 9729011111 for committing the cheating of a plot. \ Sir, The applicant requests as under: (1) Sir, Parveen Kumar is a Patwari and is doing the business of sale and purchase of plots alongwith his friends. In September 2018, he gave me a plot of 500 sq. yards, comprised in khewat No.429, killa No.51/13/1 (0-6) situated in village Malikpur, Tehsil & District Sonepat and took a sum of Rs.5 lacs as advance. The price of the plot was Rs. 16,50,000/- at the rate of Rs. 3300/- per sq. yard. He told me that my partner is a reputed person and when he would get time, I would get the advance written in the court. (2) On 11.10.2018, Parveen gave an affidavit of the court for a sum of Rs.5 lacs in my house, in which the owner of the plot were Chander Deep Butani son of Sh. Arjun Dass Butani, resident of A/125, New Moti Nagar, Delhi-15, Suchind Walia son of Sh. Amarjit Walia, resident of A/801, Shalimar Bagh, Delhi and the time of registry was fixed as 30.10.2018. (3) When I asked Parveen that who are these Delhi residents, then he said that they are my partners and had come to the Court by sparing 5 minutes time. Thus I could not call you to the court. He said that I have given my mobile number in the affidavit and have put my signatures as witness. On 30.10.2018, your registry would be made, you need not to worry. (4) After two days, Parveen Kumar told me that I have a land of 800 yards, whose width is less and length is more. Thus, I would give you 800 yards instead of 500 yards, because by virtue of the less width, no one would purchase it. (5) On 30.10.2018, on the day of registry, I was asked that I would get the registry written in the court and purchase the stamp paper and start the process by taking the token number. Give me Rs.50,000/-. I gave him Rs. 50,000/-• Later on, he told me that the registry would be made on 17.11.2018. (6) On 16.11.2018 Parveen Kumar said that the registry is to be got made on the next day, thus, for 800 sq. yards, deposit a sum of Rs.7 lacs in the account of Krishan Kumar son of Kashi Ram, who is the real owner of the plot. I transferred the amount in the account of Krishan through RTGS. Parveen Kumar took a cheque of Rs. 13,60,000/- (Rupees thirteen lacs sixty thousand) of HDFC Bank and said that name and date would be written later on . You fill up only the amount and put your signature. I believed on Parveen Kuamr and gave him. He said that the balance amount would be mentioned in cash. (7) Parveen Kumar failed to get the registry and was dilly-dallying. He started changing his decisions, and saying for the registry of sometimes 500 yards and sometimes 800 yards. Thus, I was understood that a fraud has been committed with me. (8) I made a complaint on 27.11.2019 about the fraud having been committed with me to Mimarpur Police post, Police station Murthal, Sonepat. In which, in the panchayati decision, Parveen Kumar sought a time of 24 days for getting the registry made. (9) On 20.08.2020 Parveen Kumar said that I have taken the cheque of Rs. 12,50,000/-*

and Rs. 13,60,000/-. I am unable to get the registry made of 800 yards, thus I would give you the double of Rs. 12,50,000/- i.e. Rs. 25,00,000/- and would get the registry of 400 yards made for a sum of Rs. 13,60,000/-. Thus, he gave me a cheque of Rs. 25,00,000/- and gave the possession of the plot of 400 yards. (10) The cheque given by Parveen Kumar was bounced. I filed a case under N.I. Act in Karnal Court on 20.10.2020. (11) Upon the dishonouring of the cheque, I was understood that when cheque has been bounced, then he would also not get the registry made of 400 yards. Thus, I made a complaint on 08.10.2021 to Superintendent of Police, Sonepat. For its investigation, he was called to the Mimarpur police post Sonepat on 10.10.2021. In the police investigation, Parveen Kumar admitted that I have committed the fraud and the affidavit given by me is totally fraud. (12) Parveen Kumar took oath in police post on 10.10.2021 that I would get the registry made of 500 yards, because I am unable to get the registry made of 800 yards. But after the registry of 500 yards, the cheque bounce would be decided. Parveen Kumar sought two months time for the registry. (13) Parveen Kumar failed to get the registry made in two months. I made its complaint on 10.12.2021 to Superintendent of Police, Sonepat, of which I did not receive any reply. (14) On 20.12.2021, Parveen Kumar asked to take back your Rs. 12,50,000/-, otherwise this also would not be returned. Secondly, the amount, which would be spent in the police proceedings, the same would be deducted from your money. Now you go anywhere you want, police cannot harm me. If you would take further action, anything can happen with you. (15) On 22.12.2021, I again made a complaint to the Superintendent of Police Sonepat, of which I did not get any reply till date. Thus, I was not having any hope from police post Mimarpur. (16) I came to know from the newspaper that Mimarpur police post has been demolished and has been merged with Police station Murthal. Then I with fresh hope made a complaint to the Superintendent of Police Sonepat that now the hearing would be held in Police station Murthal. But I did not get any information for 3 months. (17) Now Commissioner of Police was implemented in District Sonepat. I again get new hope and I gave a reminder of my complaint to the Commissioner of Police, Sonepat. After the reminder, I was called for the investigation on 26.03.2023. Thus, a period of about four months was lapsed from 01.12.2022 to 26.03.2023. (18) On 26.03.2023, Parveen Kumar again admitted that I have committed the fraud. He said that I have received a sum of Rs. 12,50, 000/- and a cheque of Rs. 13,60,000/-. He said that I have given the cheque of the double of Rs. 12,50,000/- i.e. Rs. 25,00,000/-. Upon getting it bounced, a case of N.I. Act is going on in Karnal Court and I have given the possession of the plot of 400 present there and is the real owner of the plot, told that by virtue of the price of the plot in crores, there is dishonesty in the mind of Parveen Kumar and his partners, Baljeet Saini, Advocate Sonepat Court and Delhi resident. They told me to get the registry in our name. But I said that I have received Rs.7 lacs from Sunil Kumar online and would also get the registry in the name of Sunil Kumar, because I have got two registries in this manner. Thereafter Baljit Saini, Advocate, Sonepat Court filed a case against me. He won the case, because the amount of Rs.7 lacs of the plot has been received to me from the account of Sunil Kumar. (19)

Krishan Kumar said that in the court case, I have given Rs. 2,50,000/- to the counsel. Upon getting my money, I would get the registry made in the name of Sunil Kumar and would not get in the name of any other person, Parveen Kumar or Baljit Saini, Advocate. Thus, Parveen Kumar said that I would convince my partner Baljit Saini, Advocate and by giving Rs. 2, 50,000/- to Krishan Kumar, would get the registry made in the name of Sunil Kumar. Parveen Kumar said that I need two months time, thereafter I would get the registry made. If I would not get the registry made, then thereafter Sunil Kumar can get the case registered. (20) On 22.08.2023, upon not getting the registry made, I again made a complaint to the Commissioner of Police. For its investigation, I was called to Police station Murthal on 10.09.2023. Parveen Kumar told the Police Investigating Officer, HC Anil Dhankhad and Surender Singh that the land owner Krishan Kumar has died on 01.06.2023. Thus, now registry would not be made, as such, I can give the money. He said that I am ready to give Rs.23 lacs 50 thousand. I refused to accept this decision. I said that the case be registered, but the Investigating Officer told that only report would be prepared. What you want to write, give in writing. Surender Singh said that the same would be sent to the senior officers, what would be the decision, would inform you. Till date, I did not receive any information. (21) Sir, by virtue of the fraud affidavit given by Parveen Kumar and taking the cheque of Rs. 13,60,000/-, my father remained in shock. Parveen Kumar was telling my father from time to time that I have not taken even a single penny in legal manner, thus police and court cannot harm me. The cheque of Rs.25 lacs, which I have given, I would tell the Court that from my diary, my signed cheque has been stolen. Secondly, the possession of 400 yards which has been given, that I can take back at any time. Then you would neither get the money and nor the plot. Thus, my father was passing sleepless nights and fell ill. On the other hand, Parveen Kumar and Baljit Saini, Advocate filed a court case against Krishan Kumar that the registry be got made in our name and not in the name of Sunil Kumar. In November, 2022, Parveen Kumar run the tractor on the land. Upon seeing the plot having been slipped from the hands, my father could not bear this shock and by virtue of not having sleep and not taking the breath, he died on 01.01.2023. By that time, I had given a complaint on 01.12.2022. (22) Krishan Kumar had assured my mother that Parveen Kumar and Baljit Saini, Advocate may do any dishonesty, but I would get the registry in the name of your son. (23) On 01.06.2023, the real owner of the plot Krishan Kumar died. For my mother, it was the last hope for getting the registry made. My mother repeatedly begged Parveen Kumar for getting the registry, but Parveen Kumar was saying that give more complaints to the police, now the police would get the registry made. Thus my mother lost her sleeps in the night and started remaining ill. At last, on 12.08.2023, she also died. (24) If Parveen Kumar would not commit the fraud by giving the affidavit and would not give the treat to get the cheque of Rs. 13,60,000/- bounced, then my parents would not have died untimely. (25) (a) If the police would have taken timely action, then the life of my parent would have been saved. (b) If the police would have investigated as to whether Parveen Kumar has the basis for getting the registry made or not, then the life of my parent would have been saved. (c) If the

> *police would have investigated that Parveen Kumar has the license of property dealer or not. (d) If the police would have investigated that for what purpose the cheque of Rs.13 lacs 60 thousand has been received, then the life of my parent would have been saved. (e) If the police would have investigated that the court case of Rs.25 lacs 400 yards and and the possession of Rs. 13,60,000/- are two separate cases, then the life of my parent would have been saved. (26) If the police would have investigated that why Parveen Kumar and Baljit Saini, Advocate have filed the case against Krishan Kumar, who is right and who is wrong, then the life of my parent would have been saved. (27) I have given the complaint to the police six times in four years, but the result was zero. It is my request with folded hands that whosoever would be the accused in the investigation, strict legal action be taken against him. Thanking you. Dated: 08.11.2023. Applicant, Sd/- Sunil Kumar son of late Sh. Dayanand, Village and post Police station Murthal, office Malikpur, District Sonepat, Haryana, Mobile 7988329575 and 9468155765."*

4. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that further pre-trial incarceration would cause an irreversible injustice to the petitioner and their family.

5. Petitioner's counsel argues that it is not a case of criminal liability and as such criminal color is given to a civil proceeding.

6. It shall be appropriate to refer to the following portion of the paragraph Nos.5, 6, 7 and 8 of the petition.

> *"5. That it may be submitted here that in fact Krishan Kumar son of Kashi Ram was the owner of 500 sq. yards plot of Khewat No. 429 as mentioned above. It is also the case of the complainant that he had agreed to purchase that plot. He apparently made out a story of extension of the time as well as plot of 800 sq. yards just to falsely implicate the petitioner. Rs. 7 lacs as alleged by him and also admitted in para 6 of the complaint were transferred in the account of said Krishan Kumar. These were apparently transferred as the complainant wanted to purchase the plot owned by said Krishan Kumar. The petitioner had nothing to do with the alleged purchase.*
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> *6. That the complainant even tried to make out a case initially he wanted to purchase a plot of 500 sq. yards, but then the petitioner told him to buy 800 sq. yards plot, but then failed to mention the place and the khewat number etc. of 800 sq. yards plot. This shows that neither the petitioner had told him to purchase the said plot nor petitioner ever had agreed to do so. Rather Rs. 7 lacs were transferred in the account of said Krishan Kumar as he was the owner of 500 sq. yards plot as already mentioned.*
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> *7. That said Krishan Kumar although had taken the money from the complainant, but still did not get the registry done as one Baljit Singh son of Parkash Chand had filed a suit for specific*

performance against him. This suit is still pending decision. The petitioner being a co-villager had tried to help the complainant for the execution of sale deed in his favour. The petitioner being a co-villager otherwise had no concerned with the agreement or the sale consideration. The copy of civil suit filed by Baljit Singh against Krishan Kumar is attached herewith as Annexure P-2.

8. That even otherwise, the case of the complainant is that he had transferred Rs. 7 lacs in the account of said Krishan Kumar and therefore it was the duty of said Krishan Kumar to get the sale deed executed. As already submitted, the petitioner had not received any amount as sale consideration for the plot owned by Krishan Kumar. Therefore, liability, if any, and that too civil is of said Krishan Kumar."

7. The State's counsel opposes bail and refers to the reply.

8. A perusal of the paragraph No.3 of the reply points out that the persons who are shown to be the owners of the disputed land are unaware of any agreement signed by them and they even clarified that they did not own the land mentioned in the agreement and even their ancestors have immovable property in the said area. To the face of it what is sufficient evidence is that the agreement was fake and fabricated. Thus it is not a case for anticipatory bail. The petitioner has criminal history and one such case is of offence for cheating which indicates petitioner's criminal mind set.

9. It would be appropriate to refer to the following portions of the reply, which read as follows:

" 2. That the instant FIR came into being on the basis of complaint bearing No.CMOFF/N/2023145563 dated 08.11.2023 made by complainant Sunil Kumar son of late Sh. Dayanand, resident of village Malikpur, P.S. Murthal, District Sonipat. It is submitted that after inquiry conducted by Assistant Commissioner of Police Murthal, Sonipat, the same was received in Police Station Murthal with the recommendation for registration of criminal case against petitioner. In the said complaint, the complainant has stated that in September, 2018, accused Parveen Kumar had sold a plot measuring 500 square yards to complainant and took Rs.5.00 lacs as earnest money. The rate of the plot was settled as Rs.3,300/- per square yard, total amounting to Rs. 16,50,000/- and petitioner/ accused Parveen Kumar assured to get executed agreement on 11.10.2018. The complainant further stated that petitioner/accused Parveen Kumar has handed over an affidavit executed by owner of the plot namely Chanderdeep Bhutani son of Sh. Arjun Dass Bhutani, resident Delhi and Suchinder Walia son of Sh. Amarjeet Walia, resident of Delhi. He further stated that petitioner/accused Parveen Kumar had also appended his signatures on the affidavit as a witness and he assured to get registered the sale deed on 30.10.2018. After two days, petitioner/accused Parveen Kumar told that he is having 800 square yards of land and due to short width, he will sell all 800 square yards land instead of 500 square

yards because nobody will purchase the remaining land due to less width. On 30.10.2018, on the assurance to execute the sale deed, petitioner/accused Parveen Kumar has received Rs..50,000/- from the complainant and stated to execute the sale deed on 16.11.2018. On the assurance of petitioner/accused Parveen Kumar, complainant has transferred Rs.7,00,000/ - in the bank account of Krishan Kumar son of Kanshi Ram, the actual owner of the plot through RTGS. The complainant further stated that petitioner/accused Parveen Kumar has also received cheque of Rs. 13,60,000/- without name and date, however, petitioner/accused Parveen Kumar has not executed the sale deed on one pretext or the other. Thereafter, complainant moved the complaint in Police Post Mimarpur, P.S. Murthal, Sonipat. On 27.11.2019 through the Panchayati compromise petitioner/accused Parveen Kumar requested for 24 days time to execute, the sale deed. On 20.08.2020, petitioner/accused Parveen Kumar had shown his inability to get registered the sale deed of 800 square yards and stated to hand cver Rs.25.00 lacs as double of Ps. 12,50,000/- and to execute the sale deed of 400 square yards against Rs. 13,60,000/- The complainant further stated that petitioner/accused Parveen Kumar had handed over the cheque of Rs. 25,00,000/- and possession of plot measuring 400 square yards. However, said cheg is was dishonoured and the complainant has filed complaint under Section 138 of Negotiable Instruments Act in DiGirict Court, Karnal. The complainant further stated that on 8.10.2020, he had moved a complaint to Superintendent of Police, Sonipat and during inquiry, petitioner/accused Parveen Kumar admitted that he has committed fraud and affidavit produced by him is also forged and he assured to get registered the sale deed of 500 square yards and requested for two months time to execute the sale deed, but petitioner/accused Parveen Kumar has not executed the sale deed. Thereafter, on 10.12.2021 complainant made complaint to Superintendent of Police, Sonipat against petitioner/ accused Parveen Kumar. On 26.03.2022 petitioner/ accused Parveen Kumar again admitted of committing fraud and admitted to have received Rs. 12,50,000/- in cash and cheque amounting to Rs. 13,60,000/- and to have delivered possession of plot measuring 400 square yards to complainant Sunil Kumar. However, Krishan Kumar, the original owner of the plot has disclosed that accused Parveen Kumar and his associates are not executing the sale deed as value of the plot is in crores of rupees. Later on, complainant again made complaint to the police. The complainant further stated that his mother and father have also expired due to tension due to non-execution of sale deed by petitioner/accused Parveen Kumar. With these allegations, the complainant sought for legal action against petitioner/accused Parveen Kumar. On receipt of above information, instant FIR was registered and investigation was set into motion.

3. That during investigation, relevant record of the disputed land was obtained from concerned revenue authorities and the same was taken into possession. Statements of witnesses were *recorded. Statement of Chanderdeep Bhutani son of Sh. Arjun Dass Bhutani, resident of 26/27, East Punjabi Bag Delhi and Suchinder Walia son of Sh. Amarjeet Walia, resident of Pushpanjali Apartment, Plot No. 10, Flat No.76, Sector-4, Dwarka, Delhi, who have been shown the owner of the disputed land in the agreement to sell dated 11.10.2018 executed by the petitioner with the complainant were recorded. They stated that they do not know village Malikpur, where it is situated nor they and their ancestors have any immovable property in the village Malikpur, District Sonipat. They have nothing to do with this agreement nor have they signed it. They do not know any buyer or seller who has purchased or sold the plot. They do not know who has prepared a false agreement in their names.*

4. That during investigation, sufficient incriminating evidence has came forth against the petitioner. The petitioner has not joined the investigation till date. Further raids have been conducted by the investigating officer at the address of the petitioner to apprehend him but he hide himself to avoid his arrest in the 5 present case.

5. That the role of petitioner/accused Parveen Kumar in the present case is that he agreed to sell plot measuring 500 square yard to complainant at the rate of Rs.3,300/- per square yard to complainant at the rate of Rs.3,300/- per square yard and received Rs. 5,00,000/- as earnest money and further Rs.50,000/-. The petitioner prepared/procured fake agreement to sell dated 11.10.2018. Petitioner has also got transferred Rs.7,00,000/- in the bank account of Krishan Kumar, original owner of plot through RTGS and also received cheque amounting to Rs. 13,60,000/- from the complainant. However, the petitioner has not executed any sale deed in favour of complainant.

6. That there are direct and specific allegations and sufficient evidence against petitioner to have committed the above mentioned serious offence. He is specifically named in the FIR and he is the kingpin of the offence. The investigation of the case is going on and petitioner is not co-operating with the investigating agency. The recovery of amounting to Rs. 12,50,000/- which have been received in cash from the complainant and cheques) amounting to Rs. 13,60,000/- is to be made from the petitioner. The custodial interrogation of petitioner is also required for ascertaining the genesis of the fake agreement as how and through whom, he had got prepared the said agreement. As such custodial interrogation of the petitioner is required in the present case to unearth the truth and for complete and effective investigation"

10. Given the prima facie investigation that the agreement pertains to the land which the petitioner did not owned which point out towards cheating and malicious intent is there which make it a criminal offence instead of a civil case. Thus, the arguments and the pleadings in the bail would not help the petitioner get anticipatory bail.

11. The sly way the petitioner conned the complainant points out the dangerous trend of the revival of thugee by revisiting the history.

12. A perusal of the bail petition and the documents attached primafacie points towards the petitioner’s involvement and does not make out a case for anticipatory bail. The impact of crime would also not justify anticipatory bail. Any further discussions will likely prejudice the petitioner; this court refrains from doing so.

13. Any observation made hereinabove is neither an expression of opinion on the case's merits nor shall the trial Court advert to these comments.

14. **Petition dismissed**. All the Interim orders are recalled with immediate effect. All pending applications, if any, are disposed of.

(ANOOP CHITKARA)
JUDGE

30.01.2025
M.Sikka

Whether speaking/reasoned: Yes
Whether reportable: No.