
(2015) 05 P&H CK 0137

In the Punjab And Haryana At Chandigarh

Case No : Criminal Misc. Nos. M-25771, 25772 and 26092 of 2014 (O&M)

Ravi Inder Singh and Others

APPELLANT

Vs

State of Punjab and Others

RESPONDENT

Date of Decision : 01-05-2015

Acts Referred:

Criminal Procedure Code, 1973 (CrPC) — Section 438

Penal Code, 1860 (IPC) — Section 120-B, 420, 465, 467, 468

Citation : (2015) 05 P&H CK 0137

Hon'ble Judges : Anita Chaudhry, J

Bench : Single Bench

Advocate : Pankaj Bali and Jatinderjit Kaur, for the Appellant; V.P.S. Sidhu, AAG, Advocates for the Respondent

Final Decision : Dismissed

Judgement

Anita Chaudhry, J.—Application to place on record Annexures A-1 to A-10 filed today in Court is taken on record.

2. These are three petitions filed under Section 438 Cr.P.C. seeking anticipatory bail in FIR No. 67 dated 02.07.2014, registered under Sections 420 and 120-B IPC, Police Station Balachaur, District Shaheed Bhagat Singh Nagar.

3. I propose to deal with the applications together as they arise out of the same FIR.

4. The factual matrix first. The aforesaid FIR was got registered by complainants Balwant Singh and Krishan Dev on the allegations that on 15.10.2013 accused Suresh and his brother Davinder entered into an agreement to sell 20 acres of land to them. The rate agreed was Rs. 24,50,000/- per acre. Both these persons received Rs. 1,25,00,000/- as earnest money. The sale-deed was to be executed on 25.04.2014. Accused Ravi Inder Singh and one Satpal were witnesses to the agreement.

5. An assurance was given by Suresh Kumar and Davinder Kumar that they had

not entered into any other agreement to sell. The complainant came to know that they had entered into an agreement with accused Ravi Inder Singh prior in point of time. They learnt that Ravi Inder Singh had entered into an agreement with Piyush Jain to sell about 118 kanals 14 marlas of land vide agreement dated 27.07.2012 @ Rs. 17,00,000/- per acre and had received Rs. 73,00,000/- as earnest money from Piyush. A dispute arose concerning the agreement dated 27.07.2012 between Ravi Inder Singh and Piyush Jain. Knowing well that the said agreement was not cancelled, Suresh Kumar, Davinder Kumar and Ravi Inder Singh in connivance with each other, entered into agreement dated 15.10.2013 with them in order to defraud and cheat them and fraudulently obtained Rs. 1,25,00,000/- from them.

6. The submissions on behalf of petitioner Ravi Inder Singh are that he was not beneficiary to the agreement dated 15.10.2013 and he merely signed the same as a witness.

7. The contention on behalf of petitioner Davinder Kumar is that he is not a signatory to the agreement dated 11.07.2012 with Ravi Inder Singh. Even otherwise the complainants were told about the cancellation of agreement dated 11.07.2012, hence there was no intention on his part to cheat the complainants.

8. The submission on behalf of Suresh Kumar was that the complainants failed to perform their part of contract and the matter was purely civil in nature. It has been further urged that the complainants were made aware of cancellation of agreement dated 11.07.2012 and compromise between Ravi Inder Singh and Suresh Kumar and Ravi Inder Singh was privy to the agreement dated 15.10.2013 and had no objection to the sale.

9. Reliance has been placed on Bal Krishna Garodia Vs. State of Haryana, (2011) 3 RCR(Criminal) 189 , Kuldip Singh and Others Vs. State of Punjab and Others, (2014) 176 PLR 465 : (2015) 1 RCR(Civil) 75 , Balraj Miglani Vs. State of U.T. Chandigarh 2012(3) Law Herald 2756, J.C. Khanna Vs. State of Haryana and Ors., CrI. Revision No. 392 of 2007, decided by this Court on 24.02.2010, Charanjit Vs. Preeto and Others, (2014) 2 RCR(Criminal) 8 , Maya and Others Vs. State of Haryana and Another, (2013) 3 RCR(Criminal) 146 and Inder Mohan Goswami and Another Vs. State of Uttaranchal and Others, AIR 2008 SC 251 : (2007) 5 CTC 614 : (2007) 11 JT 499 : (2007) 12 SCALE 15 : (2007) 10 SCR 847 : (2007) AIRSCW 6659 .

10. The prayer for bail has been opposed by the State counsel as well as by the complainant. It was urged that prior to the filing of the instant petitions, it was not the case of the petitioners that agreement dated 11.07.2012 was cancelled and only after the rejection of their application of anticipatory bail by the Court below, they have raised this plea. It was urged that all the petitioners in connivance with each other have cheated the complainants of Rs. 1.25 crores and custodial interrogation is necessary to elicit the truth. It was urged that Ravi Inder Singh was involved in similar type of offence and FIR No. 9 dated

16.02.2013, was registered under Sections 420, 465, 467, 468, 470, 471 and 120-B IPC, Police Station Kathgarh, SBS Nagar, and his application for anticipatory bail was rejected by this Court.

11. On 01.08.2014 while issuing notice of motion, following contention of learned senior counsel for the petitioner Davinder Kumar and Suresh Kumar was noticed and interim stay was granted:-

"Learned Senior counsel for the petitioners in these two cases submits that the allegations in the FIR is unfounded on the face of it in view of the fact that the agreement to sell with the complainant i.e. Krishan Devi, and his associate Balwant Singh was entered into on 15.10.2013 and the petitioners are even now ready to execute the sale deed in pursuance to the said agreement even though the last date for the execution thereof was 25.04.2014. He further submits that the person with whom they had earlier entered into the agreement to sell i.e. Ravi Inder Singh, is also a witness to the agreement to sell entered into with the complainant, and that the earlier agreement with Ravi Inder Singh already stood cancelled on 30.9.2013"

12. Similarly, in the case of petitioner Ravi Inder Singh, following submission was made on 05.08.2014 when notice of motion was issued and his arrest was stayed:-

"Learned counsel for the petitioner submits that co- accused of the petitioners, namely Davinder Kumar and Suresh Kumar, have already been admitted to ad-interim bail by this court vide order dated 1.8.2014, on the assurance that the said Davinder Kumar and Suresh Kumar are still willing to execute the agreement. He further submits that the petitioner was only an attesting witness to the agreement in question, though he was the same person with whom an earlier agreement to sell the property had been made by the said Davinder Kumar and Suresh Kumar, but which the agreement was subsequently cancelled on 30.9.2013. The agreement in dispute presently is dated 15.10.2013."

13. The matter was referred to the Mediation on the request of counsel for the parties, but had failed.

14. The matter was heard on merits.

15. From the record, it is evident that there is an agreement dated 11.07.2012 executed by petitioner Suresh Kumar and Davinder Kumar in favour of petitioner Ravi Inder Singh. Likewise, Ravi Inder Singh had entered into an agreement dated 27.07.2012 with Piyush Jain in respect of the same property. Petitioners Suresh Kumar and Davinder Kumar entered into an agreement dated 15.10.2013 with complainants Balwant and Krishan in respect of the same very property and have received earnest money of Rs. 1.25 crores, though according to petitioners Suresh Kumar and Davinder Kumar, the earnest amount was Rs. 1 crore. It is not disputed that Ravi Inder Singh had signed the agreement dated 15.10.2013 as a witness. The plea that the agreement dated 11.07.2012 was cancelled on

30.09.2013 gets falsified from the fact that Ravi Inder Singh had filed a suit against Suresh Kumar and Davinder Kumar on 04.07.2014 seeking specific performance of the agreement dated 11.07.2012. A perusal of statement, Annexure A-5 of Suresh Kumar recorded by the police on 11.04.2014, shows that he did not disclose about the cancellation of agreement dated 11.07.2012.

16. It has come out in the investigation that loan of Rs. 90 lacs was taken on the suit property by Suresh Kumar and Davinder Kumar on 30.05.2012 and 21.06.2012 and they did not disclose this fact to the complainant. The complainants were not made aware of the agreement executed between Ravi Inder Singh and Piyush Jain. That agreement is also subject matter of dispute between Ravi Inder Singh and Piyush Jain. It appears that the petitioners are taking different stands in different situations.

17. The case law referred by the petitioners is not of any help. Each case has to be examined on its individual facts. It is not a case attracting civil liability alone. All the petitioners connived with each other to cheat the complainants and made them part with Rs. 1,25,00,000/-.

18. The allegations against the petitioners are serious. Custodial interrogation is necessary. In a case like this, effective interrogation of the petitioners would be of tremendous advantage in eliciting information and material. Recovery is to be effected. Success in such interrogation would elude if the suspected person knows that they are well protected and insulated by a pre-arrest bail. I do not think that the petitioners are entitled to the discretionary relief of anticipatory bail.

19. All the three petitions are dismissed.