

Before Vikas Bahl, J.

TAJINDER SINGH @ TAJINDERPAL SINGH—Petitioner

versus

STATE OF PUNJAB—Respondent

CRM-M No.7082 of 2022

February 21, 2022

Indian Penal Code, 1860—S.420 and 120-B—Code of Criminal Procedure, 1973— S.438—Anticipatory bail to Deed Writer—Petitioner-Deed Writer arrayed as an accused in a case where an agreement to sell had been entered into between two parties—Purchasers did not verify the title of the sellers, named the present petitioners in the FIR—Anticipatory bail granted to the petitioners.

Held that, it is not in dispute that the agreement to sell is between Raghbir Singh and Dalbir Singh on one side and Rajeev Vohra on the other side. The petitioner(s) are neither the vendors nor the vendees in the same. It is Raghbir Singh and Dalbir Singh who have entered into the agreement to sell of the two shops and an amount of Rs.50,000/- was also paid to the said Raghbir Singh and Dalbir Singh and the petitioners. The said Raghbir Singh and Dalbir Singh were ultimately found to have only 7.1/2 sarhasi of land, which they also had sold to Harjinder Singh son of Manjeet Singh vide mutation No.5511. Thus, apparently Raghbir Singh and Dalbir Singh have entered into agreements to sell without being any owners of the shops. The questions, whether it is incumbent upon the purchaser/complainant to have verified the title before purchasing the property and whether the petitioners, who are neither the purchasers nor the sellers, were also involved in the present incident, would be a matter of trial. Reliance has been placed upon the Compromise dated 29.03.2021 (Annexure P-2), as per which, an amount of Rs.50,000/- which was paid by the complainant, is stated to have been returned to him. The FIR has been registered after a delay of 5 months and 10 days. The entire dispute is based on documentary evidence and the petitioners are stated to be not involved in any other case and thus, this Court is of the opinion that the custodial interrogation of the petitioner(s) is not required and accordingly, both the petitions are allowed and in the event of arrest, the petitioner(s) are granted the concession of anticipatory bail subject to their furnishing personal bonds and surety to the satisfaction of

Arresting/Investigating Officer and the conditions envisaged under Section 438(2) of Cr.P.C. However, the petitioner(s) shall join the investigation as and when called upon to do so.

(Para 8)

Further held that, it is made clear, in case, the petitioner(s) fail to join the investigation or do not cooperate with the investigation, then the State would be at liberty to move an application for cancellation of the present anticipatory bail granted to the petitioner(s).”

(Para 9)

Gursimran Singh Jossan, Advocate
for the petitioner(s).(in both the petitions)

Sarabjit S. Cheema, AAG, Punjab.

VIKAS BAHL, J. (ORAL)

(1) By this order, two petitions bearing CRM-M-7082-2022 and CRM-M-7144-2022 filed by the petitioner(s) for grant of anticipatory bail in FIR No.24 dated 13.03.2021 registered under Sections 420/120-B of the Indian Penal Code, 1860 at Police Station Makhu, District Ferozepur, Punjab, shall stand disposed of.

(2) CRM-M-7082-2022 has been filed by Tajinder Singh @ Tajinderpal Singh son of Gurbachan Singh and CRM-M-7144-2022 has been filed by Sanjeev Kumar son of Gursharan Dass Ahuja.

(3) FIR, in the present case, has been registered on an application moved by Raman Kumar Kochar, who had alleged that Raghbir Singh and Dalbir Singh alongwith the present petitioner have committed cheating with him. It was alleged that the said complainant-Raman Kumar Kochar was a relative of Rajeev Vohra, who wanted to purchase the shops in Punjab and Tajinderpal Singh (petitioner in CRM-M-7082-2022) met him and told him that he knew of two shops which were owned by Raghbir Singh and Dalbir Singh. It was stated that thereafter, Dalbir Singh and Raghbir Singh had entered into an agreement to sell with the brother-in-law of the complainant namely Rajeev Vohra on 03.10.2020 and an amount of Rs.50,000/- was paid to the said Raghbir Singh and Dalbir Singh, co-accused of the petitioner. It was also alleged that subsequently, it was learnt that the said Raghbir Singh and Dalbir Singh were not the owners of the shop in question. It was stated that Sanjeev Ahuja (petitioner in CRM-M-7144-2022) was the Deed Writer of the said agreement to sell and all the said four persons together cheated the complainant. It was also alleged that

the petitioner-Tajinderpal Singh, had taken Rs.10,000/- as commission for the whole transaction.

(4) Learned counsel for the petitioner(s) in both the petitions has submitted that neither Tajinderpal Singh nor Sanjeev Kumar were the persons who had sold any property and it was Raghbir Singh and Dalbir Singh who had allegedly misrepresented themselves as the vendors as per the said agreement to sell. Before entering into the agreement to sell with Raghbir Singh and Dalbir Singh, it was incumbent upon the complainant to have verified their title and only then carry out his decision. It is further submitted that the petitioners were not the beneficiaries of the said transactions. It is argued that in fact, in the present case, compromise dated 29.03.2021 (Annexure P-2) has been effected between the parties and an amount of Rs.50,000/- had been returned to the complainant in lieu of the same. It is further argued that after having received the money, the said complainant backed out from the compromise. It is contended that the best case of the prosecution against the petitioner-Tajinderpal Singh in CRM-M-7082-2022 would be that he had taken Rs.10,000/- as commission and against the petitioner-Sanjeev Kumar in CRM-M-7144-2022 would be that he was the Deed Writer of the alleged agreement to sell. It is further contended that even in case, during the transaction, some commission of nominal amount of Rs.10,000/- had been taken, the same would not prima facie show that the petitioner(s) have committed any criminal offence. It is also argued that the person, who is a Deed Writer, is not supposed to know as to who the owner of the property is and it is the purchaser who has to see the revenue record/title documents to verify as to who the owner of the property is. It is further argued that the petitioner(s) are not involved in any other case. It is also submitted that the present FIR has been registered after a delay of 5 months and 10 days.

(5) Notice of motion.

(6) On advance notice, Mr. Sarabjit S. Cheema, AAG, Punjab, appears and accepts notice on behalf of the State and has submitted that he is fully prepared to argue the matter and assist this Court. He has opposed the present petition for grant of anticipatory bail to the petitioner(s) and has submitted that as per the allegations in the FIR, both the petitioners had also induced the complainant to enter into an agreement to sell with Raghbir Singh and Dalbir Singh, who were ultimately found not to be the owners of the property in question. It is submitted that the petitioner-Tajinderpal Singh had received an amount

of Rs.10,000/- as commission and the petitioner- Sanjeev Kumar was the Deed Writer of the agreement to sell.

(7) This Court has heard the learned counsel for the parties and perused the paper book.

(8) It is not in dispute that the agreement to sell is between Raghbir Singh and Dalbir Singh on one side and Rajeev Vohra on the other side. The petitioner(s) are neither the vendors nor the vendees in the same. It is Raghbir Singh and Dalbir Singh who have entered into the agreement to sell of the two shops and an amount of Rs.50,000/- was also paid to the said Raghbir Singh and Dalbir Singh and the petitioners. The said Raghbir Singh and Dalbir Singh were ultimately found to have only 7.1/2 sarhasi of land, which they also had sold to Harjinder Singh son of Manjeet Singh vide mutation No.5511. Thus, apparently Raghbir Singh and Dalbir Singh have entered into agreements to sell without being any owners of the shops. The questions, whether it is incumbent upon the purchaser/complainant to have verified the title before purchasing the property and whether the petitioners, who are neither the purchasers nor the sellers, were also involved in the present incident, would be a matter of trial. Reliance has been placed upon the Compromise dated 29.03.2021 (Annexure P-2), as per which, an amount of Rs.50,000/- which was paid by the complainant, is stated to have been returned to him. The FIR has been registered after a delay of 5 months and 10 days. The entire dispute is based on documentary evidence and the petitioners are stated to be not involved in any other case and thus, this Court is of the opinion that the custodial interrogation of the petitioner(s) is not required and accordingly, both the petitions are allowed and in the event of arrest, the petitioner(s) are granted the concession of anticipatory bail subject to their furnishing personal bonds and surety to the satisfaction of Arresting/Investigating Officer and the conditions envisaged under Section 438(2) of Cr.P.C. However, the petitioner(s) shall join the investigation as and when called upon to do so.

(9) It is made clear, in case, the petitioner(s) fail to join the investigation or do not cooperate with the investigation, then the State would be at liberty to move an application for cancellation of the present anticipatory bail granted to the petitioner(s).

(10) Nothing stated above shall be construed as an expression of opinion on the merits of the case and the trial would proceed independently of the observations made in the present case

which are only for the purpose of adjudicating the present bail application.

Inderpal Singh Doabia