

PBBT010059092024



Presented on : 20-05-2024
Registered on : 20-05-2024
Decided on : 31-05-2024
Duration : 0 years, 0 months, 11 days

IN THE COURT OF
Additional Sessions Judge, Bathinda
(Presided Over by Rajiv Kalra, PB0098)

BA/1813/2024

Application for Anticipatory Bail
FIR No. 29 dated 17.04.2024
Under Sections 420, 120-B IPC
PS Balianwali, Bathinda

Harjinder Kaur wife of Hardev Singh resident of village Phul PS
Phul, Tehsil Phul, district Bathinda.

..... Applicant (accused)

VERSUS

State

Shri Prem Sharma, Advocate, counsel for the applicant.
Shri Aseem Goyal, Public Prosecutor for the State assisted by Sh. Sanjeev
Gupta, Advocate for complainant.

ORDER
(Delivered on 31-05-2024)

(1) Apprehensive of her potential arrest, the applicant-accused, Harjinder Kaur, has approached this Court seeking anticipatory bail concerning FIR No. 29 dated April 17, 2024, registered under Sections 420, 120-B of the Indian Penal Code at PS Balianwali.

(2) A unique modus operandi of commission of crime is reflected in the facts of the present case where the complainant Lakhvir Singh was allured by his own brother-in-law Jaspal Singh and his wife Preet Kaur to purchase land measuring 41 Kanals 10 Marlas @ ₹12,30,000/- per acre from accused Daya Singh. An agreement to sell dated 17.12.2022 was prepared in the presence of these accused, apart from Gurpreet Kaur wife of Daya Singh, wherein a substantial amount of ₹20 lakhs was obtained from the complainant. At that time, it was represented to complainant that accused Daya Singh had already agreed to purchase such land measuring 41 Kanals 10 Marlas from accused Kulwant Singh and Major Singh. The complainant bona fide believed such representation since the mediator Jaspal Singh was his close relative. The complainant further paid ₹5 lakhs on 19.01.2023 and ₹25 lakhs on 29.04.2023 to the accused under such agreement for sale.

(3) The complainant further alleged that accused Daya Singh and his wife Gurpreet Kaur, Major Singh, Kulwant Singh, Jaspal Singh and his wife Preet Kaur further allured him to purchase another piece of land measuring 41 Kanals for ₹62.20 lakhs and the complainant believed such representation. The complainant was shown Jamabandi regarding such land denoted by Khewat no. 1542 and owned by the accused Darshan Singh and Harjinder Kaur (present applicant). Even a legal opinion was obtained from Bharat Bhushan, Advocate, who verified the ownership of these accused. The complainant alleged that accused Daya Singh, Gurpreet Kaur, Jaspal Singh, Preet Kaur, Darshan Singh, Harjinder Kaur,

Kulwant Singh and Major Singh obtained ₹53.52 lakhs from him on different dates and the remaining amount of ₹22.48 lakhs was given by bank transactions.

(4) The complainant further revealed that he was called on 17.4.2023 at Sub Tehsil Balianwali for execution of a registered sale deed in his favor. On the stipulated date, the complainant accompanied by his wife Manjit Kaur went to Tehsil complex where the sale deed was already got executed from Bharat Bhushan, Advocate and attested by Manga Singh, Namberdar and accused Jaspal Singh. However, the complainant was apprised that sale deed could not be registered on that date, due to certain reasons and the complainant had to return empty handed. The complainant was further called twice for execution of registered sale deed in his favor, but the same could not be registered. On 09.05.2023 all the accused connived with Manga Singh, Major Singh and Bharat Bhushan Advocate in preparing a forged Jamabandi and got executed sale deed no.2023-24/67/1/67 dated 09.05.2023 in the name of wife of complainant from accused Darshan Singh and Harjinder Kaur and got it registered at Sub Tehsil Balianwali.

(5) The complainant further submitted that he paid a composite amount of ₹ 1.26 crores to the accused on different dates and the accused kept the matter pending on different pretext for sanctioning of mutation in their favor. The complainant further apprised his relatives about such transactions and when they verified, it came to their light that a fake Jamabandi was prepared in order to cheat the complainant. The

complainant and his wife accompanied by his relatives visited the said land where they were told by original owners that they have not sold any such land. The complainant contacted the accused, but to no avail. Even thereafter accused Jaspal Singh represented to the complainant that the land was rightly sold to the complainant and due to fault in the record, the mutation could not be sanctioned and he further assured the complainant to deliver the possession till 30.11.2023. In this respect, another memorandum of agreement dated 26.10.2023 was executed wherein, the accused assured to return amount of ₹1.26 crore to the complainant, if they could not get the mistake in record rectified. However, the accused failed to fulfil such obligation and the complainant was constrained to move a complaint to the police.

(6) The matter was initially enquired by DSP, Subdivision, Maur and after extensive enquiry, he pointed out that there was an error in the revenue record and Fard Badar could not be entered by Patwari due to fault in computer system. It was found that the accused took undue advantage of the wrong entry of revenue record and cheated the complainant in receiving a substantial amount from him. On the recommendations of inquiry officer, a formal FIR under Sections 420, 120-B IPC was registered and while apprehending arrest the applicant approached this Court for grant of anticipatory bail, in this case.

(7) I have heard and considered the contentions of both sides.

(8) The learned counsel for the applicant has argued that the entire matter is of civil nature and no criminal liability arising out of these

alleged transactions. There was no dishonest intention of the applicant from inception and the entire fault lies in the wrong entries of revenue record, which required rectification. It is asserted that applicant is ready to assist the police to reach on the just conclusion of the case and thus, a prayer is made to grant anticipatory bail to the applicant-accused.

(9) On the other hand, the learned Public Prosecutor for the State vehemently opposed the bail request, while submitting that entire modus operandi of the accused is showing the allurements of the complainant by his own brother-in-law Jaspal Singh after hobnobbing with the accused in order to extort a substantial amount of ₹1.26 crore from him by showing him a fake revenue record and by executing fake agreements/sale deed. The complainant bona fide fell in trap of these accused since the mediator was his own brother-in-law. The learned Public Prosecutor further asserted that custodial interrogation of the applicant is highly requisite and thus, he made a prayer for dismissal of the bail application.

(10) I have considered the rival submissions of both the sides.

(11) The facts of the present case are portraying serious nature of allegations levelled against the applicant and co-accused of alluring and cheating the complainant to the tune of ₹1.26 crore and to achieve such mission, the accused have not only fabricated the revenue record, but they prepared false agreements as well as sale deed. Having regard to this nature of allegations, the custodial interrogation of the applicant appears to be requisite. Keeping in view the nature of the allegations against the applicant-accused, and the severity of the punishment attached thereto,

this Court does not deem it appropriate to grant anticipatory bail to the applicant-accused.

(12) Consequently, the bail application is dismissed.

(13) Nothing said here under this order shall be construed as final expression touching the merits of the case and these observations are strictly relevant for disposal of the bail application in hand only.

(14) Records be consigned.

PRONOUNCED IN OPEN COURT ON 31st MAY 2024

Rajiv Kalra (PB0098)
Additional Sessions Judge, Bathinda

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