

Bail Matter no. 3166/2022
FIR No. 13/2022
PS Domestic Airport
U/s 406/420, 120B IPC
Jagpal Singh Vs. State

21.12.2022

Present: Sh. Pramod Kumar, Ld. Additional PP for State.

Sh. NC Sharma, Ld. Counsel for applicant/ accused.

This is an application U/s 439 CrPC moved on behalf of **applicant/accused Jagpal Singh** for grant of bail.

Prosecution case is that FIR was registered on the complaint of complainant Mr. Ambika Sharma, AR, M/s Shivam Estate against accused Jagpal Singh and others wherein it is mentioned that an agreement between complainant and accused Jagpal Singh & Ors was executed on 30.05.2016 regarding sale and purchase of land bearing Khasra No. 616-626, 628-638, 640-647, 650-654, 656, 658-668 & 670-672 admeasuring 60 Nali situated at Village and PO Atali (Manjuli Gaon), Tehsil Narender Nagar, Rishikesh, Utrakhand and the same was facilitated by accused Raghuveer Singh.

It is alleged that complainant agreed to purchase the said property for an amount of Rs. 2.50 Crores and accordingly the deal took place at Khullar Hospitality Pvt Ltd, 3rd Floor, G-5 Building, Terminal-1, Domestic Airport, New Delhi and agreement was executed between both parties for sale consideration of Rs. 2.50

Crores and the complainant paid Rs. 1,03,75,000/- out of the total agreement amount through various bank transfers and in cash to the accused persons and it was also agreed amount will be paid at the time of transfer/registration of sale deed.

On 30.05.2016, after destroying the agreement dated 28.05.2014 a revised consideration for Rs. 2.70 Crores excluding the payment of two House was executed between both parties. On signing the agreement cheques of Rs. 90.00 Lakh along with cash Rs. 10.00 Lac were given to the accused persons.

It is alleged that after execution of this revised agreement and after shredding off the agreement, accused persons refused to issue receipts for the cash taken by them. Accused persons induced and forced the complainant to execute another agreement having under consideration sell price of Rs. 1.66,25,000/- duly adjusting the cash amount of Rs. 1,03,75,000/- and accordingly the complainant entered into subsequent agreement.

It is further alleged that applicant/accused Jagpal Rana approached to the complainant and informed that a dispute has arisen among the family members and requested them to not to make any further payment and to stop the payment of the given Post-Dated Cheques until the matter is resolved.

As per the allegation of the complainant Ra 1.8925 Crores stands paid to the accused persons through bank transfer and in cash. After receiving the money the accused again sold the above land to Mrs Parul Shekhar i.e, wife of Chander Shekhar. It is alleged that accused persons neither gave possession of the land nor refunded his money to the complainant.

During investigations, applicant was examined and he stated that he received Rs34.50 Lakhs from the complainant. Bank transactions between complainant and accused persons were analyzed from the complainant's bank and it was found that Rs. 78.50 Lakhs was transferred in the name of accused persons out of which Rs. 34.10 found transferred in the name of the accused Jagpal Singh.

It is submitted that applicant joined the investigation but he didn't co-operating in the investigation and intentionally misleading the investigation agency. Accused didn't reply properly regarding payment transaction, property ownership, cash receipt, beneficiary bank accounts, whereabouts of other accused persons etc. Therefore, the accused was arrested in the present case on 12.12.2022 and sent into judicial custody on 13.12.2022.

Ld. Additional PP for State has strongly opposed the bail application and submitted that allegations against applicant are serious

in nature. It is stated that accused cheated the complainant by not terminating the agreement and by selling land to the other party. It is stated that other accused persons are yet to be arrested.

Applicant has submitted that present FIR is a case of abuse of police powers to harass and defraud gullible, uneducated, rural citizens by giving alleged civil dispute a cloak of criminal offence. It is argued that matter in dispute is purely civil in nature and Hon'ble Supreme Court in *Md. Ibrahim vs. State of Bihar 2009 (8) SCC 751* has observed that there is a growing tendency of complainants attempting to give the cloak of a criminal offence to matters which are essentially and purely civil in nature, obviously either to apply pressure on the accused, or out of enmity towards the accused, subject the accused to harassment.

It is submitted on behalf of applicant that contents of the FIR makes it evident that complainant defaulted in making payment of the complete sale consideration and abandoned the transaction. In view thereof, the sellers have rightly forfeited the advance sale consideration and subsequently sold the land in question to third party- Mrs. Parul Shekhar vide Registered Sale Deeds dated 24.12.2019 and 31.12.2020. It is submitted that complainant was fully aware of the sale of the said land in favor of Mrs. Parul Shekhar in the year 2019 and 2020. However, despite the aforesaid the complainant

chose to remain silent as it was aware of its fault and lack of funds. Pertinently, the complainant is also the owner of land adjacent to the land in dispute and as such he was fully aware of everything. It is stated that entire evidence is documentary in nature which cannot be tampered with and hence, applicant is entitled to bail.

I have heard rival submissions.

As per the case of prosecution, dispute is in relation to an agreement to sell executed between complainant and accused persons that too pertaining to year 2014 and 2017. Admittedly no civil suit has been filed by either parties to seek specific performance of the said agreements. As per investigations, applicant has received Rs 34.50 Lakhs from the complainant through Bank Transactions besides other amount in cash. Entire evidence in present case is documentary. Applicant is in custody since 12.12.2022. No fruitful purpose would be served by keeping applicant/accused in custody as conclusion of trial would take considerable time.

Accordingly, **applicant Jagpal Singh is granted bail** on furnishing of personal bond and surety bond in sum of Rs. 25,000/- to the satisfaction of Ld. MM/Duty MM on condition that he shall deposit a sum of Rs 34.50 Lakhs (*amount received by him from the complainant in his bank account*) by way of a FDR with the Trial

Court and he will not try to influence any witness nor shall tamper with evidence in any manner. He shall join the investigations as and when required by the IO.

Bail application stands disposed of accordingly.

**(GAUTAM MANAN)
ASJ-02/DWARKA COURTS
NEW DELHI/21.12.2022**