

2025:PHHC:070848



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

**CRM M-10960 of 2025 (O&M)
Date of Decision: 21.05.2025**

Karam Chand Chopra @ Kaka
Chopra

...Petitioner

Vs.

State of Haryana

...Respondent

CORAM : HON'BLE MR. JUSTICE N.S.SHEKHAWAT

Present : Mr. M.S. Virk, Advocate, for the petitioner.

Mr. Rajiv Sidhu, DAG, Haryana.

Mr. Anil Shukla, Advocate, for the complainant.

N.S.SHEKHAWAT, J. (Oral)

1. The petitioner has filed the present petition under Section 482 of the B.N.S.S., 2023 with a prayer to grant anticipatory bail to him in case FIR No.474 dated 21.11.2024 registered under Sections 420 and 120-B IPC at Police Station Kheripul, District Faridabad.

2. The FIR in the present case was registered on the basis of the statement made by Ravinder Kumar Singhal and the same has been reproduced below:-

“To, The Commissioner of Police, Sector-21C, Faridabad. Subject: Complaint for taking legal action against 1- Yogesh Madaan son of Shri Kashiram Madan, resident of Chawla Colony, Ballabgarh, District Faridabad, Haryana, 2. Karam Chand Chopra alias

Kaka Chopra, son of Shri Khairati Lal Chopra, 3. Shubham Chopra son of Karam Chand Chopra alias Kaka Chopra, residents of House No. 45/6, Old Sabzi Mandi, Old Faridabad, Haryana, 4. Shiv Kumar son of Shri Vrindavan Lal Sharma, resident of House No. 827, Nangla Enclave Part-II Near Chandan Lal High School, Faridabad, 5. Amit Kumar Sharma son of Shri Shravan Kumar, resident of House No.4-V, Ward No.8, Mohalla Brahipada, Old Faridabad, District Faridabad, in connivance and conspiracy with each other, under a well-planned conspiracy, have committed fraud, manipulation, forgery, breach of trust and giving threat to kill on asking for registration of sale deed and to implicate in false case for making complaint.

Sir, it is requested that I, applicant Ravinder Kumar son of late Shri Rajkumar Singhal, resident of House No. 628, Sector-28, Faridabad, Haryana and make the following request that,

1. That I, applicant Ravinder Singhal, already acquainted accused No. 2 and 3 who are father and son and accused No. 2, Karam Chand alias Kaka Chopra, deals in property. That in December 2023, accused No.2 introduced me to accused No. 1 Yogesh Madaan (Transporter) Ballabgarh and said that Yogesh Madaan has a plot/shop measuring 45 sq. yards, situated in Village Baselawa, Tehsil and District Faridabad, Haryana, bearing Khewat No. 267 min/381, M.No. 019/1 (1-18), measuring area 1 Kanal 18 Marla out of which 45 sq. yards, whose eastern side is 15 feet, western side is 14 feet, northern side is 28 feet, in eastern side is Bazirpur Road, shop Kaka Chopra in the north, cremation ground in the west, Shani temple in the south,

he is the owner and occupant of the above property/shop and he asked me to purchase the above property/shop which is free from all encumbrances. I got lured by the sweet talk of accused No. 2 and 3 and believing their words, I gave my consent for purchasing the above shop of accused No.1.

2- That the total deal of the above mentioned shop area of 45 sq. yard was settled for Rs. 28,00,000/- (Rupees Twenty Eight lakhs) with accused No. 1 Yogesh Madaan through an agreement by full and final in front of accused No.2 & 3 on dated 18-12-2023 in which accused No. 2 signed as witness No. 2. Out of which the applicant has paid Rs. 10,00,000/- and Rs.3,00,000/- in cash and Rs. 8,00,000/- through Cheque No. 000400 dated 19-12-2023 of ICICI Bank, Branch Sector-16 Faridabad and Rs.5,00,000/- through cheque and Rs.1,00,000/- through Cheque No. 707139 of Sarva Haryana Gramin Bank, Branch Faridabad and Rs.1,00,000/- in cash as full and final payment, the accused Yogesh Madaan had received it from me, the applicant wrote an agreement for full and final payment dated 19-12-2023 and payment receipt dated 18-12-2023 in favour of the applicant. Both the above documents are signed by the seller Yogesh Madaan, witness no. 1 Lalit Kumar Agarwal son of late Shri Ramkishan, resident of Molarband Extension, Badarpur, Jaitpur, South Delhi and witness No. 2 is signed by Karamchand Chopra, resident of Old Faridabad. Out of the above total amount, Rs. 5,00,000/- through cheque and Rs. 1,00,000/- through cheque No.707139 of Sarv Haryana Gramin Bank, Branch Faridabad, had given by accused No. 2, Karamchand Chopra alias Kaka Chopra on my behalf to accused

No.1 as earnest money. Which I had returned this amount of Rs. 6,00,000/- in cash to accused No. 2 on the same day in the evening.

3- That on the agreement full and final dated 19-12-2023, the possession of 45 sq. yard land has been delivered to the buyer, but in reality the accused Yogesh Madaan neither gave possession to the applicant on the spot nor got a registration done in favour of the applicant. When the applicant repeatedly asked the accused to give possession of the said property and get the registry done in the applicant's name, accused No. 1 to 3 kept on delaying the applicant by making some excuse or the other. On this the applicant suspected accused No.1 to 3 and when he went to the property/shop, he found that the property sold to the applicant is in the possession of accused No.4 Shiv Kumar son of Shri Vrindavan Lal Sharma, resident of House No.827, Nangla Enclave Part-2, near Chandan Lal High School Faridabad, Tehsil Badkhal, District Faridabad. When I applicant met Shiv Kumar and told him that I have purchased this property from Yogesh Madaan, then Shiv Kumar told me that Yogesh Madaan had sold this property measuring 45 sq. yard to me before you on 06-07-2023 for Rs.19 lakh and has received money in advance as part payment. He has also given me a photocopy of his agreement dated 06-07-2023 and payment receipt. This agreement is also signed by accused No. 1 Yogesh Madaan and No. 2 Karmchand Chopra as witness No. 1. A copy attached and accused no. 4 refused to vacate the said shop and give possession to the applicant and said that go and

meet accused No.1 to 3 and accused No.5 and talk about your agreement.

4- That after this the applicant got a certified copy of the chain of the above property and the applicant came to know very well about the fraud, forgery and fraud committed by the accused that accused No. 1 Yogesh Madaan was only the contractual owner of the above land and with great cunning and fraud, he first executed an agreement with accused No.4 Shiv Kumar on 06-07-2023 and after receiving the money from him, neither got executed sale deed in his favor, on which Shiv Kumar also lodged a complaint against accused No. 1 and his associates on 03-01-2024 in the Police Commissioner's Office Sector-21-C Faridabad regarding fraud and when no action was taken, Shiv Kumar forcibly took possession of the said property.

5. That on 16-08-2024 when the applicant met accused No. 1 to 3, Yogesh Madaan, Karamchand Chopra alias Kaka and Shubham Chopra and asked the accused about this fraud, all the accused started saying in one voice that now neither we will return your money nor give you the possession of the shop. On this, when I told them that I will complaint about you to the police, then they started threatening that we have political connections and higher police officials, you cannot do anything to us and if you come here again, we will kill you or trap you in false cases. 6- That accused no. 1 Yogesh Madaan, with the same agreement to sell, the above mentioned property measuring 45 sq. yard, with the intention of fraud, made a deal with me for Rs.28,00,000/-and took the full amount from me and till now neither gave me the possession of the property/shop nor got it registered. In

this way, all the above mentioned accused 1 to 5, by conspiring and colluding with each other again and again, with the intention of fraud, trap innocent people in their net and extort money from them by showing the already sold land as their own and when that person asks for taking possession of the property or to register it, they silence him by showing the fear of their political connections and influence in the police administration and by threatening to kill him so that no one can take any legal action against them. Due to lack of any legal action against all these culprits, their morale is high and thus all the above accused are repeating heinous crimes in this civilized society in collusion with each other and are causing financial, mental and physical harm to simple and innocent people. If a high level investigation is not conducted against them soon, then it can lead to terrible consequences. Hence, it is requested to your self that strict and appropriate legal action should be taken against all the above accused No. 1 to 5 and their other gang members and a case should be registered against them under serious sections and the life and property of the applicant and his family should be protected and the applicant should get justice. Your kindness will be immense. Thank you Date: 29/8/2024 SD- Ravinder Kumar Applicant Ravinder Kumar Singhal son of late Shri Rajkumar Singhal resident of House No. 628, Faridabad, Haryana. Mobile No. 9871426142”.

2. Learned counsel for the petitioner contends that even as per the allegations levelled in the FIR, the agreement to sell regarding a building was entered into between Yogesh Madaan, the main accused and the complainant and it was specifically written in the

agreement that the possession has been handed over to the complainant. The petitioner had neither received any amount in the alleged transactions nor he had any concern with the agreement. In fact, the petitioner has been falsely involved as he appeared as a witness in the agreement to sell, being relative of Yogesh Madaan. Even, as per the documentary evidence, Yogesh Madaan has received only a sum of Rs. 9 lakhs, i.e., Rs. 8 lakhs by way of cheque No. 000400, which was credited in his account and Rs. 1 lakh was received in cash on 04.03.2024. The other cheques, which were mentioned in the agreement to sell and the receipt dated 18.12.2024 had never been given to Yogesh Madaan, which is clear from the perusal of the bank account of Yogesh Madaan. Further, the complainant himself had illegally sold the plot in dispute to Mohan Lal for a sum of Rs. 40 lakhs vide agreement dated 20.03.2024 and in the said agreement, it was specifically mentioned the present complainant had received a sum of Rs. 6 lakhs from Mohan Lal and the petitioner had signed as a witness in the said agreement. The complainant assured the petitioner that he will pay the balance sale consideration of Rs. 19 lakhs to Yogesh Madaan, after receiving the amount from Mohan Lal. However, when the complainant wanted to grab the building without paying the balance sale consideration, Yogesh Madaan refused to get the sale deed executed in favour of the complainant. Later, by coining a false version, the present FIR was got registered by the complainant against the petitioner and others.

3. On the other hand, learned State counsel has vehemently opposed the submissions made by the petitioner on the ground that the petitioner is one of the main accused and he had introduced Yogesh Madaan to the complainant. Even, he is related to Yogesh Madaan and was acting as a property dealer. Even, Yogesh Madaan had already sold the property to Shiv Kumar Sharma for a total sale consideration of Rs. 19 lakhs on 06.07.2023 and the petitioner was aware of the said fact. Thus, it cannot be stated that the petitioner had only signed as witness on the agreement to sell. Moreover, Yogesh Madaan had already sold the property to Shiv Kumar, prior to execution to sell in favour of the present complainant. Thus, the argument of the learned counsel for the petitioner that it is a case of purely civil nature is baseless.

4. I have heard learned counsel for the parties and perused the record.

5. In the present case, the complainant has specifically alleged that the present petitioner was working as a property dealer and the petitioner and Yogesh Madaan had assured the complainant that the property in dispute was free from all encumbrances and thereafter only, the complainant had agreed to purchase the property in question. Even, as per the IO, the petitioner was well aware of the fact that Yogesh Madaan had sold the property to Shiv Kumar and he in collusion with Yogesh Madaan had cheated the complainant to the tune of Rs. 28 lakhs. Apart from that, now in the considered opinion

of the Court, the custodial interrogation of the petitioner is required to recover the original documents, amount of Rs. 28 lakhs and to find out the involvement of other accused in the crime. Thus, the present petition is ordered to be dismissed.

6. All pending applications, if any, are disposed off, accordingly.

21.05.2025

amit rana

(N.S.SHEKHAWAT)

JUDGE

Whether reasoned/speaking : Yes/No
Whether reportable : Yes/No