

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

SANJIV KUMAR SHARMA
2015.01.09 12:55
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CRM No. M-289 of 2015 (O/M)
Date of decision : 7.1.2015

Manjit Kaur

..... Petitioner

Versus

State of Haryana and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE KULDIP SINGH

Present:- Mr. Baldev Singh Dhillon, Advocate, for the petitioner.

1. Whether the Reporters of local newspaper may be allowed to see the judgment ?
2. To be referred to the Reporter or not.
3. Whether the judgment should be reported in the digest ?

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KULDIP SINGH, J. (ORAL)

Present petition has been filed for cancellation of bail granted to respondent No. 2, vide order dated 2.12.2014 (Annexure-P-1), passed by the learned Additional Sessions Judge, Kurukshetra.

A perusal of the FIR in question shows that the case was got registered on the statement of the petitioner. Agreement to sell (Annexure-P-3) itself shows that Sohan Lal (accused) had claimed that ***'the buyer is the first party through agreement to sell'***, which means that Sohan Lal was not claiming to be owner, but claiming to have agreement to sell the shops with all legal rights in his favour. The earnest money was paid and it is alleged that the accused did not execute the sale deed on the date fixed. The learned Additional

Sessions Judge, Kurukshetra, while considering the facts, came to the conclusion that the dispute is civil in nature. A plain reading of the FIR in question shows that it is an agreement, which was not honoured by the vendor. Therefore, there is no error in the order dated 2.12.2014 (Annexure-P-1), passed by the learned Additional Sessions Judge, Kurukshetra.

Consequently, the present petition is dismissed.

(KULDIP SINGH)
JUDGE

7.1.2015
sjks