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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-35777 of 2015

Date of decision: December 22, 2015

Rajni Duggal

.....Petitioner

Versus

State of Punjab

.....Respondent

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Ms. Rakhi Sharma, Advocate
for the petitioner.

Mr. R.P.S. Sidhu, AAG Punjab.

Mr. Vipul Aggarwal, Advocate
for the complainant.

SABINA, J

Petitioner has filed this petition under Section 438 of the Code of Criminal Procedure, 1973 seeking anticipatory bail in FIR No.330 dated 26.09.2015, under Sections 452, 447, 448, 511, 380, 323, 148, 149 of Indian Penal Code, 1860, registered at Police Station Civil Lines, District Amritsar City.

While issuing notice of motion, following order was passed by this Court on 16.10.2015:-

"Learned counsel for the petitioner has submitted that the house in question was in possession of accused party as the owner Mukta had agreed to sell the same to the father-in-law of the petitioner vide agreement to sell dated 09.06.2015. In fact at the time of execution of the

agreement to sell, entire sale consideration had been paid by the purchaser to the seller. Possession of the house in question had also been handed over to the purchaser. Complainant is the daughter-in-law of seller-Mukta and has falsely involved the petitioner in this case with a view to grab the property in question.

Notice of motion for 22.12.2015.

In the meantime, in the event of arrest, petitioner be admitted to interim bail subject to the satisfaction of the Arresting Officer. Petitioners shall abide by the conditions envisaged under Section 438(2) of the Code of Criminal Procedure, 1973."

Learned State counsel who is assisted by Assistant Sub Inspector Parveen Kumar as well as learned counsel for the complainant has submitted that the petitioners have joined investigation but recovery of the amount in question is yet to be effected.

Annexure P-1 is the copy of the agreement to sell executed by Mukta owner of the property in question in favour of Janak Raj and Rajni. A perusal of the same reveals that Mukta had agreed to sell the house in question to Janak Raj and Rajni for a consideration of ₹28,00,000/-. At the time of execution of agreement to sell Annexure P-1, ₹8,00,000/- were received by the seller-Mukta in cash, whereas, ₹20,00,000/- were paid to the seller by way of two drafts. Possession of the house in question was handed over to the purchasers.

So far as the petitioner is concerned, she is the daughter-in-law of Janak Raj. FIR in question has been lodged by Sheetal Taneja daughter-in-law of the owner Mukta.

In view of the execution of agreement to sell Annexure P-1 by owner Mukta in favour of Janak Raj and Rajni, it would be just and expedient to confirm the anticipatory bail granted to the petitioner as she has joined investigation.

Accordingly, interim bail granted to the petitioner by this Court vide order dated 16.10.2015, is made absolute.

Petition stands disposed of accordingly.

**(SABINA)
JUDGE**

December 22, 2015
mahavir