

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

Date of decision:14.12.2015

Neelam Rani

.....Petitioner

v.

State of Haryana

.....Respondent

CORAM: HON'BLE MR.JUSTICE JASWANT SINGH

Present:- Mr.Vikram Singh,Advocate for the petitioner

Mr.RK Doon,AAG Haryana with ASI Karamjit Singh

Mr.Wazir Singh,Advocate for the applicant/complainant.

Jaswant Singh,J.(Oral)

Prayer is for grant of anticipatory bail in case FIR No.1302

dated 28.9.2014 under Sections 420,34 IPC,PS City Panipat.

This Court on 9.3.2015 passed the following order:-

“Petitioner seeks anticipatory bail in case bearing FIR No.1302 dated 28.9.2014 registered under Section 420,34 IPC at PS City,Panipat,District Panipat.

Complainant alleged that in the year 1999 she purchased one house no.42/3 situated in Subhash Bazar,Panipat constructed in 53 sq.yard from the accused for a sale consideration of Rs.3,25,000/-. She was nominated as Attorney by the accused and after making the payment of consideration, possession of the house was delivered to her. Complainant came to know that in the year 1998, the accused alongwith her husband took loan of Rs.5,00,000/- from State Bank of Patiala on this house and this fact was never told by them to the complainant while selling the house to her. In this way the allegation of cheating has been made.

Learned counsel for the State duly assisted by learned counsel for the complainant submits that now the aforesaid amount of Rs.5,00,000/- has swelled to Rs.38,00,000/- and the Bank has the first charge over the property in question.

Learned counsel for the petitioner submitted that earlier suit for permanent injunction was filed by the husband and son of the complainant against Neelam Rani and her husband Rajinder Kumar Dhingra but the said suit was dismissed in default on 2.9.2014 and thereafter, accused Neelam Rani has also resorted to a suit for declaration challenging the General Power of Attorney in favour of the complainant and ultimate sale deed dated 7.9.1999 shown to have been executed before the Sub-Registrar, Panipat in favour of Jag Ram and Rajan Kumar. In the said suit status quo regarding alienation has been ordered by the Civil Judge (Junior Division) Panipat on 3.3.2015.

Learned counsel for the petitioner submits that the Bank has already processed the loan case under One Time Settlement Scheme and now the total amount payable on the loan transaction is Rs.7,50,000/- as on 15.3.2014 and the petitioner is ready and willing to make good the amount of loan with interest payable thereupon till date.

Learned counsel further states that if interim protection is granted, the petitioner shall persuade the Bank Authorities to accept the amount in question with penal interest in any case and every endeavour shall be made to get the property freed from any encumbrance.

The petitioner is directed to appear before the Investigating Officer and join investigation on 25.3.2015 at 10.00 a.m.

In the event of arrest, petitioner shall be admitted to interim bail subject to satisfaction of the Arresting Officer. However, she shall abide by the conditions under Section 438(2) Cr.PC.

List on 9.4.2015.”

At the time of hearing today learned counsel for the petitioner submits that on 12.12.2015 the matter has been settled before the National Lok Adalat with the decree holder-State Bank of Patiala.

As per compromise a total sum of Rs.13.25 lacs to the decree holder-Bank has to be paid. To discharge the said liability the petitioner/accused-JD has issued cheques.

It is thus contended that since the liability to the bank has been discharged,therefore, the complainant cannot have any further grievance regarding property.

Learned counsel for the complainant in view of the order dated 12.12.2015 passed by the Presiding Officer, National Lok Adalat has no objection to the confirmation of the interim bail since his property would not be threatened at the hands of decree holder-bank.

Learned State counsel in view of the stand of the Bank does not oppose the stand taken by the complainant.

In view of the above, interim bail granted is confirmed. However, it is clarified that if any of the cheques issued by the petitioner towards discharge of her liability is dishonoured the present concession would be liable to be withdrawn at the instance of the parties.

Disposed of accordingly.

14.12.2015.
joshi

(Jaswant Singh)
Judge