

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

CRM-M-9477 of 2015(O&M)

Date of Decision:23.04.2015

Madu Ram

....Petitioner

Versus

State of Haryana

...Respondent

**CORAM: HON'BLE MRS. JUSTICE SNEH PRASHAR**

Present: Mr. N.S. Shekhawat, Advocate for the petitioner.

Ms. Trishanjali Sharma, AAG, Haryana.

Mr. S.K. Yadav, Advocate for the complainant.

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**SNEH PRASHAR, J.**

1. The present petition has been filed under Section 439 of the Code of Criminal Procedure (Cr.P.C.) for grant of concession of regular bail to the petitioner in case FIR No. 80 dated 12.04.2014, under Sections 419, 420, 467, 468, 471 and 120-B of the Indian Penal Code registered at Police Station, Nangal Chaudhary, District Mahendargarh.

Mr. S.K. Yadav, Advocate has appeared on behalf of the complainant and filed his Power of Attorney. Learned counsel for the petitioner has no objection if the complainant is allowed to join the proceedings and is impleaded as party. Ordered accordingly.

2. Briefly, the accusation against the petitioner was that he executed an agreement of sale in respect of his land measuring 1 Kanal 1 Marla in favour of complainant-Nobahar S/o Banwari Lal on 12.10.2013. It was agreed that the sale deed will be executed on or before 30.11.2013. However, the petitioner in collusion with Hoshiar Singh, prepared an agreement of sale dated 04.10.2013 in respect of the

same land. As per the said agreement, the sale deed was to be executed on or before 03.08.2014. Hoshiar Singh filed a civil suit for specific performance of the contract on the basis of the agreement dated 04.10.2013.

3. Heard the submissions made by Mr. N.S. Shekhawat, Advocate representing the petitioner, Ms. Trishanjali Sharma, AAG, Haryana representing the State and Mr. S.K. Yadav, Advocate representing the complainant.

4. Learned counsel for the petitioner argued that the civil suit for specific performance of contract dated 04.10.2013 filed by Hoshiar Singh has since been withdrawn by him by making a statement before the civil Court on 12.04.2014. The complainant had also filed a suit for specific performance of sale dated 12.10.2013 which is pending before the Court. The petitioner is ready to deposit an amount of Rs.2,50,000/- with the civil court which will be kept secured subject to decision of the suit for specific performance filed by the complainant.

5. The petition was opposed by Ms. Trishanjali Sharma, AAG, Haryana, who submitted that the agreement of sale allegedly executed by the petitioner in favour of Hoshiar Singh was forged and was made antedated with an intention to defeat the legal right of the complainant to enforce execution of the sale deed on the basis of agreement of sale dated 12.10.2013 executed in his favour.

6. It is not disputed that the petitioner is the owner of the land qua which the agreement of sale dated 12.10.2013 was executed by

him. The civil suit for specific performance based on the agreement of sale allegedly prepared antedated has since been withdrawn as compromised. The civil suit filed by complainant-Nobahar is already pending before the Civil Court . The rights of the parties relating to the said agreement of sale will be decided by the Civil Court. Nothing is to be recovered from the petitioner. The petitioner has offered to deposit the amount of Rs.2,50,000/- in the civil Court which the complainant alleges was paid by him as sale consideration amount, at the time the agreement of sale dated 12.10.2013 was executed. As undertaken, the petitioner will deposit the sale consideration amount with the civil Court before whom the suit for specific performance filed by the complainant is pending. The amount be kept in any fixed deposit so that none of the parties suffer pecuniary loss on that matter. The said amount will remain deposited and will be released as per decision of the case under order of the trial Court.

5. In the instant case, the trial is stated to have started but will take some time to complete. The petitioner is in custody since 28.01.2015. As such, there being no plausible ground to detain the petitioner in custody during trial and without expressing any opinion on the merits of the case, the present petition is allowed. The petitioner is released on bail subject to his furnishing bail/surety bonds, to the satisfaction of trial Court/Duty Magistrate,Narnaul.

**April 23, 2015**  
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**(SNEH PRASHAR)**  
**JUDGE**