

*IN THE HIGH COURT FOR THE STATES OF PUNJAB
AND HARYANA AT CHANDIGARH.*

Cr. Misc. M 1334 of 2016
Date of decision:-9.2.2016

Jawahar Parshad

Petitioner

vs.

UT Chandigarh.

Respondent

Present: Mr. CD Jindal, Advocate.
Mr. Rajiv Sharma, Advocate for UT.
Mr. Sunil K. Chaudhary, Advocate.

M.M.S.BEDI,J.

This order will dispose of two petitions, one filed by Jawahar Parshad (CRM M 1334 of 2016) and the second filed by Geeta and Suman (CRM M 3399 of 2016) in a case, which was registered at the instance of Gurmeet Singh alleging that he had entered into an agreement of sale with Jawahar Parshad for purchasing a house in Mauli Jagran on 26.7.2015 for a sum of Rs. 17 lacs and that the complainant had paid earnest money of Rs. 16 lacs to Jawahar Parshad against receipt. Physical possession of the house was also allegedly handed over to the complainant on 26.7.2015. As per agreement Jawahar Parshad had undertaken to execute the documents in the shape of general power of attorney, affidavit and Will etc. in favour of the complainant regarding sale of the house on or before 26.8.2015 on receipt of balance sale consideration of Rs. 1.00 lac from the complainant.

Complainant Gurmeet Singh has allegedly taken possession of the ground floor. First floor of the house was given on rent to Jawahar Parshad and his son Anil Kumar. On the request of Anil Kumar, a rent agreement was prepared between Anil Kumar and Gurmeet Singh on

5.8.2015. The allegation against Jawahar Parshad is that he had threatened the complainant with dispossession from the house. Petitioners Geeta and Suman are wife and daughter of Suresh Kumar. They had allegedly dispossessed the complainant and taken illegal possession.

I have heard counsel for the parties and gone through the police record. During the course of investigation, statements of Kamla and Usha have been recorded to the effect that possession, pursuant to the agreement of sale, had been handed over to Gurmeet Singh. During the course of arguments, it transpires that Gurmeet Singh is a money lender.

Serious allegations against Jawahar Parshad of having received a sum of Rs. 16 lacs and having handed over the possession of the house and later on the accused persons having dispossessed Gurmeet Singh therefrom are being investigated on the basis of the material in the shape of statements of neighbours. Appreciating all the material, which is gathered in the shape of documents, I have carefully considered the legal implications of agreement of sale dated 26.7.2015. The said agreement of sale contained a target date 26.8.2015 for payment of balance sale consideration of Rs. 1 lac and execution of the documents, mentioned therein. The complainant till date appears to have taken no steps for enforcement of his legal rights. Delivery of actual physical possession to the complainant on 26.7.2015 will certainly be a debatable issue in view of the admissibility of the document dated 26.7.2015 in context to Section 17A of the Registration Act. The said document appears to be compulsorily registerable, as it contains clause regarding delivery of possession. The receipt of Rs.16 lacs signed by Jawahar Parshad would give a cause of action to the complainant to seek performance of the agreement of sale.

All the petitioners have joined the investigation. Suresh Kumar

son of Jawahar Parshad after arrest has been released on bail.

Accordingly, both the petitions are allowed and it is ordered that in case of arrest of the petitioners, they will be released on bail to the satisfaction of the arresting officer subject to the condition that they will join the investigation as and when required by the police and will not tamper with evidence or hamper the investigation. The complainant will be at liberty to avail the legal remedy for enforcement of his legal rights. The petitioners will not commit any illegal act, which could result in breach of peace.

February 9 ,2016
TSM

(M.M.S.BEDI)
JUDGE