

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CRM No. M-18521 of 2015 (O&M)

Date of Decision: 05.02.2016

Pallavi Kapoor & others

--Petitioners

Versus

State of Punjab

--Respondent

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Mr. B.D. Sharma, Advocate for the petitioners.

Mr. D.S. Virk, A.A.G., Punjab.

Ms. Swati Verma, Advocate for the complainant.

TEJINDER SINGH DHINDSA.J

Petitioners seek the concession of pre-arrest bail in case F.I.R. No.144 dated 13.9.2014 under sections 406, 420, 120-B I.P.C, registered at Police Station, Division No.3, District Jalandhar.

Learned counsel for the parties have been heard.

F.I.R was registered on the complaint of Megha Gupta. Genesis of the dispute is that an agreement to sell had been entered into between the complainant and petitioner no.1 namely Pallavi Kapoor on 12.11.2013 in respect of a house measuring 2 marlas for a total sale consideration of Rs.19,25,000/- and a sum of Rs.7 lacs having been paid towards earnest money. Sale deed was not registered.

It is not a matter of dispute that a compromise/settlement was entered into between petitioner no.1 Pallavi Kapoor and complainant Megha Gupta at Annexure P-3 and in terms of which a sum of Rs.6,50,000/- was to be returned to the complainant and the complainant i.e. Megha Gupta herself was burdened with a sum of Rs.50,000/- as compensation as she had not got the sale deed executed.

In so far as petitioners no.2 and 3 herein are concerned, it may be noticed that petitioner no.2 Rajesh Kapoor was an attesting witness to the agreement to sell dated 12.11.2013 which had not been acted upon and petitioner no.3 Bhola Shankar Kapoor was a witness to the compromise/settlement arrived at between the complainant and petitioner no.1 Pallavi Kapoor.

Perusal of the order dated 21.5.2015, passed by the learned Additional Sessions Judge, Jalandhar declining the concession of pre-arrest bail to Pallavi Kapoor would reveal that undertaking had been furnished to return the amount in question in five monthly equal installments starting from 31.1.2015 but such undertaking furnished before the court, was not made good.

Even during the course of hearing of the present petition, statement made by counsel for the petitioners had been recorded on 20.11.2015 that the balance amount of about Rs.3 lacs would be paid by the petitioners in three monthly installments and that the first demand draft of Rs.1 lac would be brought in the court itself on 14.12.2015.

Thereafter, on 14.12.2015 an amount of Rs.75,000/- was paid to the complainant and an assurance was furnished that the rest of the amount would be paid up at the earliest and within a period of one month.

Thereafter, on 25.1.2016, counsel for the petitioners had undertaken that a sum of Rs.1 lac would be made over to the complainant at her residence in Jalandhar by 27.1.2016. Accordingly, while deferring hearing of the matter to today, it had been made clear to the counsel that in case the requisite payment is not made by 27.1.2016, present petition would stand dismissed.

The petitioners have yet again resiled from their undertaking and statement made before this Court. The requisite amount has not been made over to the complainant.

The conduct of the petitioners disentitles them from the concession of pre-arrest bail.

Petition, accordingly, is dismissed.

(TEJINDER SINGH DHINDSA)
JUDGE

05.02.2016

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