

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CRM No. M-2269 of 2016 (O&M)

Date of Decision: 11.04.2016

Meena

--Petitioner

Versus

State of Punjab

--Respondent

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

Present:- Mr. P.K.S. Phoolka, Advocate for the petitioner.

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

TEJINDER SINGH DHINDSA.J

This order shall dispose of the present petition filed under Section 438 Cr.P.C praying for the grant of anticipatory bail to the petitioner in case F.I.R. No.316 dated 21.12.2015 under sections 406, 420 I.P.C, registered at Police Station, Zirakpur.

On 21.1.2016, while issuing notice of motion, the following order was passed by this Court:-

“Complainant in the present F.I.R is Sunder Kumar. Allegations in a nutshell are that the complainant had entered into an agreement to sell dated 10.12.2013 with the present petitioner/accused in respect of a house built up on plot admeasuring 45 sq. yards for a total sale consideration of Rs.12,27,272/- and earnest money of Rs.7 lacs had been paid. Complainant alleges that neither has the earnest money been returned nor has the sale deed been registered in his name and rather the petitioner has sold the house to a third party.

Counsel would submit that the allegations are totally false and no agreement to sell was entered into with the complainant. Counsel would refer to Annexure P-2 i.e. an agreement to sell dated 27.8.2013 entered into between the petitioner and one Shashi Kala for the same very house and in which also the sale consideration is precisely the same. It is

contended that such agreement to sell had been entered into and an amount of Rs.3,50,000/- was received to facilitate the medical treatment of son of the petitioner. In such agreement with Shashi Kala the complainant was a marginal witness. The amount of Rs.3,50,000/- having been returned to Shashi Kala, the agreement to sell, as such, was never acted upon. The complainant is stated to be taking advantage of such agreement to sell between the petitioner and Shashi Kala. It has also been argued that even though the allegations are that an agreement to sell dated 10.12.2013 had been entered into between the complainant and the petitioner and the target date for registration of the sale deed had expired after grant of extension on 6.3.2014, yet, till date no suit for specific performance has been instituted.

Notice of motion, returnable for 11.4.2016.

Petitioner is directed to join investigation.

In the event of arrest, the petitioner shall be released on interim bail subject to the satisfaction of the Arresting Officer/Investigating Officer. The petitioner shall join investigation as and when called upon to do so and he shall remain bound by the conditions envisaged under Section 438 (2) Cr.P.C.”

Learned State counsel upon instructions from ASI Harjit Singh would apprise the Court that the petitioner has since joined investigation and even the challan has been prepared and is in the process of being presented.

Under such circumstances, custodial interrogation of the petitioner, as such, would not be warranted. Accordingly, the present petition is allowed. The order dated 21.1.2016, passed by this Court, is made absolute.

Petition disposed of.

(TEJINDER SINGH DHINDSA)
JUDGE

11.04.2016
lucky