

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

Date of Decision: 10.11.2016.

CRM-M No.36760 of 2016 (O&M)

Balwan Singh and others

....Petitioners.

VERSUS

State of Haryana

....Respondent.

AND

CRM-M No.37101 of 2016

Munaver

....Petitioner.

VERSUS

State of Haryana

....Respondent.

CORAM: HON'BLE MRS. JUSTICE SNEH PRASHAR.

Present: Mr. Ashit Malik, Advocate
for the petitioners (in CRM-M-36760-2016).

Mrs. Deipa Singh, Advocate
for the petitioner (in CRM-M-37101-2016).

Mr. Karan Sharma, Assistant Advocate General, Haryana.

Mr. S.P.S. Sidhu, Advocate for the complainant.

SNEH PRASHAR, J.

The petitioners are wanted in case bearing First Information Report No.417 dated 22.09.2016 under Section 406 and 420 of the Indian Penal Code (for short, "IPC") registered at Police Station Gannaur. Apprehending their arrest, they have moved the above captioned two petitions for being given the benefit of anticipatory bail.

The accusation of complainant Sanjay, at whose instance the First Information Report was registered, was that petitioners Balwan Singh, Ranjeet Singh sons of Puran, Rohtas and Bijender sons of Rattan Singh had executed in his favour an agreement to sell dated 30.05.2015 in respect of their land measuring 41 Kanals 1 Marla, situated in village Kami, Tehsil Gannaur, District Sonapat. An amount of ₹70 lacs was paid as earnest money to the petitioners. A condition incorporated in the agreement to sell was that the petitioners-owners shall get the land partitioned before execution of the sale deed. On the target date i.e. 02.07.2015 for execution and registration of the sale deed, the petitioners sought oral extension for one month for getting the land partitioned. However, they failed to fulfill the condition and also outrightly refused to execute the sale deed. Stating that the persons namely, Vakil, Munaver, Harun, Ashu and Dinesh, through whom the transaction was negotiated, had taken away the amount paid as earnest money, the complainant added that all the said persons had connived and played fraud with him.

The submissions made by Mr. Ashit Malik and Mrs. Deipa Singh, learned counsels representing the petitioners, Mr. Karan Sharma, learned Assistant Advocate General, Haryana and Mr. S.P.S. Sidhu, learned counsel representing the complainant have been heard.

Learned counsel for the petitioners submitted that there was no such condition in the agreement to sell dated 30.05.2015 that the land shall be got partitioned by the petitioners before execution of the sale deed. Since the complainant had failed to pay the balance sale consideration to get the registered sale deed executed on the date fixed for that purpose, the

petitioners had given a legal notice dated 12.07.2016 cancelling the transaction as per the agreement. In that manner, the dispute between the parties is of civil nature only and a false case has been registered at the instance of the complainant.

On the other hand, learned counsel for the complainant submitted that there is a specific note at the bottom of the agreement to sell dated 30.05.2015 that the petitioners shall be bound to get the land partitioned and will execute the sale deed of specific killa numbers. Neither that condition was not fulfilled by the petitioners nor the earnest money paid by the complainant was returned.

Title of the petitioners in respect of land, that was subject matter of the agreement of sale dated 30.05.2015 executed by the petitioners, is not a matter in issue between the parties. There is a written agreement of sale and the dispute is with regard to interpretation of the terms and conditions incorporated in the agreement to sell. The petitioners (vendors) have admitted receipt of earnest money of ₹70 lacs from the complainant. Petitioner Munaver is neither the vendor nor an attesting witness of the agreement to sell. The transaction of sale could not be completed as the sale deed was not executed and registered.

Prima-facie the dispute between the parties is purely of civil nature. Petitioners Balwan Singh, Ranjeet Singh sons of Puran, Rohtas and Bijender sons of Rattan Singh were enlarged on interim bail vide order of this Court dated 12.10.2016. It is not the allegation that they had breached any of the conditions provided under Section 438(2) of the Code of Criminal Procedure, subject to which the relief was granted to them.

In view of the facts and circumstances and without going into the merits of the case and least any expression above may prejudice the case of either side, the petitions for anticipatory bail filed by petitioners Balwan Singh, Ranjeet Singh, Rohtas, Bijender and Munaver are allowed. In the event of their arrest, they will be admitted to anticipatory bail to the satisfaction of the Arresting Officer, subject to the following conditions:-

- (1) that they shall make themselves available for interrogation by the Investigating Officer as and when required;
- (2) that they shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer and;
- (3) that they shall not leave India without prior permission of the Court.

Petitioners Balwan Singh, Ranjeet Singh, Rohtas, Bijender and Munaver will appear before learned trial Court within 30 days from the date they are admitted to bail by the Arresting Officer and will file an application for regular bail. On their doing so, they will be admitted to bail on furnishing bonds to the satisfaction of learned trial Court.

(SNEH PRASHAR)
JUDGE

10.11.2016
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Whether speaking/ reasoned : Yes

Whether Reportable : No