

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

CRM-M-33414 of 2017 (O&M)
Decided on:-24.10.2017.

Shyamphool.

.....Petitioner.

Versus

State of Haryana.

.....Respondent.

CORAM: *HON'BLE MR. JUSTICE HARI PAL VERMA.*

Present:- Mr. P.R. Yadav, Advocate
 for the petitioner.

Mr. Manish Bansal, DAG, Haryana
for the respondent-State.

Mr. Amardeep Sheoran, Advocate
for the complainant.

HARI PAL VERMA, J.

Prayer in this petition filed under Section 438 Cr.P.C. is for grant of anticipatory bail to the petitioner in FIR No.156 dated 06.04.2017 under Sections 406, 420, 506 and 120-B IPC registered at Police Station Rajendra Park, District Gurugram.

Briefly stated, case of the prosecution is that complainant Ritu widow of Satish Kumar had agreed to purchase 88 square yards land and had entered into an agreement dated 11.05.2016 with petitioner Shyamphool and other co-accused, namely, Vijay Pal, Sunita and Ram Bhateri and had made payment of Rs.17 lakhs. The said amount was paid to the accused persons in

cash. The accused had stated that they are the owners of the land as their mother Kisni Devi had died on 24.09.2001. Later on, the complainant came to know that the accused had executed a release deed in favour of one Rajender Kumar son of Krishan Chand. Aggrieved by this action, the complainant asked the accused to return Rs.17 lakhs paid to them, but instead of returning the said amount, they extended threat to the complainant.

Learned counsel for the petitioner has argued that the petitioner is neither a signatory to the agreement nor he has executed a release deed in favour of Rajender Kumar. Moreover, the petitioner never intended to sell his share which he inherited from his mother Kisni Devi. From perusal of the FIR, no offence is made out against the petitioner and at the most, the transaction in question is a civil dispute and the complainant has a remedy under the civil law.

On the other hand, learned State counsel has argued that the petitioner is an active participant in the commission of offence and even the stamp paper on which the agreement in question was prepared, had been purchased in the name of the petitioner and the petitioner had put his signatures in the register of stamp vendor. This is sufficient to establish the involvement of the petitioner in the crime.

Learned State counsel has also produced a copy of statement of stamp vendor, namely, Kuldeep recorded under Section 161 Cr.P.C. The same is taken on record.

I have heard learned counsel for the parties.

In the FIR, there are specific allegations levelled against the petitioner. The petitioner is one of the accused, who has received amount from the widow lady to the tune of Rs.17 lakhs and despite payment of such a huge amount, she has failed to get possession of the plot. Instead of executing sale deed in favour of the complainant, the accused had executed a release deed in favour of Rajender Kumar son of Krishan Chand.

Perusal of the copy of statement under Section 161 Cr.PC made by Kuldeep, a stamp vendor, it reveals that on 11.05.2016, a stamp paper for the value of Rs.10/- was issued in the name of the petitioner and the petitioner had signed on the register of stamp vendor on page No.231 at serial No.3326. The said stamp paper had been issued for the purpose of executing an agreement. Therefore, the plea of the petitioner that he is neither signatory to the agreement nor has received the payment cannot be accepted.

Therefore, considering the nature of allegations and the manner in which the release deed has been executed by the accused in favour of Rajender Kumar son of Krishan Chand, this Court finds that the petitioner does not deserve the concession of anticipatory bail and the present petition, being devoid of any merit, is dismissed.

The observations made hereinabove shall not be construed as an expression of opinion on the merits of the case.

(HARI PAL VERMA)
JUDGE

October 24, 2017
Yag Dutt

Whether speaking/reasoned:	Yes
Whether Reportable:	No