

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

**Date of decision: September 26, 2017
CRM-M-45322 of 2016 (O&M)**

Vikas

.....Petitioner

Versus

State of Haryana

.....Respondent

CRM-M-46656 of 2016 (O&M)

Geeta

.....Petitioner

Versus

State of Haryana and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE A.B. CHAUDHARI

Present: Mr. A.K. Sharma, Advocate
for the petitioner(s) (in both the petitions).

Mrs. Tanisha Peshawaria, DAG Haryana.

Mr. Sandeep Kotla, Advocate
for the complainant (in both the petitions).

A.B. CHAUDHARI, J (Oral)

By this common order, both these petitions would be
disposed of.

Heard learned counsel for the rival parties.

Petitioners in both these petitions seek grant of
anticipatory bail in FIR No.772 dated 03.12.2016, under Sections 380,
420, 427, 447, 467, 468, 471, 120-B, 506 of Indian Penal Code, 1860,
registered at Police Station Samalkha, District Panipat.

This Court had, on 19.12.2016 (in CRM-M-45322 of

2016) made an order regarding the statement made by the learned counsel for the petitioner that, though, there is mention about the agreement in the FIR, but there is no written agreement as such. Therefore, this Court made an *ad interim* order.

Learned counsel for the petitioners submitted that the petitioners are being prosecuted in criminal cases when the subject matter is purely of civil nature between the parties and the complainant has remedy for getting money back by taking relief from the civil Court and not by undertaking the remedy of lodging the FIR. Learned counsel in both these petitions submitted that at any rate, none of the petitioners have agreed to enter into any agreement and signatures of Geeta were taken on blank papers, and therefore, issue is debatable and the petitioners have already joined investigation pursuant to the interim orders made by this Court. Learned counsel for the petitioners therefore, submitted that the petitioners are entitled to the grant of anticipatory bail.

Per contra, learned counsel for the complainant as well as learned State counsel vehemently opposed the plea for grant of anticipatory bail.

Heard learned counsel for the rival parties. Following are the allegations in the FIR against the petitioners:-

“1. That on 28.07.2015, I had entered into an agreement with Gita and Vikas for a shop measuring 72 square yards situated towards right side of outside the Gate of New Grain Market, Panipat @ Rs.34,072/- per square yards

and the deal was got settled by Rajesh. 2. That this shop was in the name of Gita wife of Vikas. I had entered into agreement to sell of this shop on 28.07.2015 and I had paid a sum of Rupees Twenty Lacs to Gita, Vikas and Rajesh as earnest money and had got the agreement reduced into writing and as per the agreement I had taken over the possession of shop at the spot itself and the date for registration of sale deed was fixed for 30.08.2016 with the consent of both the parties. 3. That, when on 30.08.2016, I alongwith the remaining amount reached in the Tehsil Office, Panipat for getting the sale deed registered, then Gita, Vikas and Rajesh did not reach to get the sale deed registered. 4. That, then I came to know that Gita, Vikas, Rajesh and Sajjan Sehwat and other witnesses and Namberdar by colluding with each other have got executed the sale deed in favour of someone else, I reached at the spot of shop, then Sajjan Sehwat has stolen my valuable articles like Almirah, Bed and Sofa etc. lying in the shop after breaking the lock of the shop and after causing damage has taken the possession of the shop.”

From the above prosecution allegations, it is clear that the real intention of the petitioners was to cheat the complainant by obtaining ₹20 lakhs from him and without returning the money, sold the shop to some other party. Indeed the offences are serious. Apart from that, the petitioners have also indulged in misleading this Court by making statement that there was no agreement as such in writing. However, counsel for the complainant has placed on record the copy of agreement duly signed by Geeta and the subsequent sold to one

Sunita wife of Sajjan Singh which is reproduced as Annexures R-1 and R-2 of the short affidavit of Kuldeep Singh in CRM No.8252 of 2017 in CRM-M-45322 of 2016. I have seen those document as well as averments in Para-3, which reads thus:-

“3. That the above said statement of the petitioner was totally false and misleading as there was a written agreement between the petitioner and respondent No.2 (answering respondent) dated 28.07.2015 vide which the above said shop was agreed to sell to the answering respondent in a sum of Rs.20,00,000/-, but thereafter the seller Smt. Geeta wife of Vikas have sold the above said property to one Smt. Sunita wife of Sajjan Singh on dated 21.09.2015 cancelling the fact that she has already entered into the agreement to sell with the answering respondent. The copy of agreement to sell dated 28.07.2015 and sale deed dated 21.09.2015 is attached herewith Annexure R-1 and R-2.”

It is thus, clear that the petitioners made false statement for obtaining *ad interim* order from this Court. Be that as it may, looking to the nature of serious allegations and clear-cut intention of both the petitioners who are husband and wife to cheat the complainant for wrongful gain, the relief of anticipatory bail cannot be granted. Counsel for the petitioners had made a statement that the petitioners would repay the amount of ₹20 lakhs to the complainant since that was the desire of the complainant, but, though, the matter was adjourned awaiting response from the petitioners, no statement has been made. In that view of the matter, the petitioners cannot be granted the relief of

anticipatory bail.

Hence, CRM-M-45322 of 2016 and CRM-M-46656 of 2016 stand dismissed. Interim orders are vacated.

(A.B. CHAUDHARI)
JUDGE

September 26, 2017
mahavir

Whether speaking/ reasoned: Yes/No

Whether Reportable: Yes/No