

215

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

CRM-M-46074 of 2016

Date of decision: March 06, 2017

Bhupinder Singh Rishi and others

.....Petitioners

Versus

State of Haryana

.....Respondent

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

Present: Mr. Keshav Pratap Singh, Advocate the petitioners.

Ms. Tanushree Gupta, DAG Haryana.

Mr. Ravinder Kumar Bakshi, Advocate
for the complainant.

A.B. CHAUDHARI, J (Oral)

Heard learned counsel for the rival parties.

In FIR No.254 dated 01.08.2016, under Sections 406, 420, 120-B of the Indian Penal Code, 1860, registered at Police Station Baldev Nagar, District Ambala, the petitioners seek anticipatory bail. This Court had made an order dated 23.12.2016 granting *ad interim* anticipatory bail to the petitioners.

It appears that the complainant lodged the FIR with the police station concerned in relation to the breach of agreement. According to learned counsel for the complainant, complainant paid an amount of ₹35,00,000/- to the petitioners out of agreement of total consideration of ₹77,00,000/-.

Learned counsel for the petitioners makes a categorical statement that the petitioners are, even now ready and willing to execute the sale-deed of property in question upon receipt of balance amount since the only intention of the petitioners to sale the property was to clear the bank loan dues on the petitioners. Learned counsel for

the petitioners has also invited my attention to *Panchayati Biradari* compromise signed by the complainant.

Learned counsel for the complainant has submitted that there is no such compromise and have no signatures of the complainant on it. Learned counsel also states that in fact, the complainant have the balance funds, but the petitioners do not have intention to transfer the property in question in favour of the complainant.

In my opinion, looking to the above facts, the nature of dispute comes out to be a civil dispute and at any rate, parties have their own respective remedies, particularly, since the learned counsel for the petitioners makes a categorical statement that the petitioners are ready and willing to transfer the property in question and the learned counsel for the complainant submits that the complainant is ready to pay back the balance amount.

In that view of the matter, interim order dated 23.12.2016 granting *ad interim* anticipatory bail to the petitioners, is made absolute.

Petition stands disposed of, accordingly.

(A.B. CHAUDHARI)
JUDGE

March 06, 2017

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Whether speaking/ reasoned: Yes/No

Whether Reportable: Yes/No