

CRM-M-8973-2018

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

CRM-M-8973-2018

Date of Decision: 19.04.2018

Veena Rani and others

.....Petitioners

Vs.

State of Punjab

.....Respondent

CORAM: HON'BLE MR. JUSTICE AMOL RATTAN SINGH

Present: Mr. Charanpal Singh Bagri, Advocate,
for the petitioners.

Ms. Monika Jalota, D.A.G., Punjab.

Mr. Hari Chand Arora, Advocate,
for the complainant.

AMOL RATTAN SINGH, J. (ORAL)

Pursuant to the order dated 22.03.2018, an affidavit of Smt. Alka Meena, IPS, Senior Superintendent of Police, District Fatehgarh Sahib, has been filed in Court today by learned State counsel. A copy thereof has been given to learned counsel for the petitioners.

A perusal of the said affidavit shows that after an agreement dated 25.09.2015 was made for sale of the land in question for an amount of Rs. 3,15,00,000/-, a subsequent agreement dated 12.10.2015 was also executed between the parties, which learned counsel for the complainant also does not deny, in view of the fact that it is very much a part of the contents of the FIR itself.

A perusal of the FIR Annexure P-1 shows that it has been alleged therein that the subsequent agreement was got executed for showing a lesser

amount of consideration for the land in question, allegedly to avoid stamp duty, at the instance of the petitioners.

The affidavit of the SSP on that aspect also goes on to state that “Sudhir Kumar etc.” (Sudhir Kumar being the husband of petitioner no. 1, father of petitioner no. 2 and father-in-law of petitioner no. 3), in order to save stamp duty, had executed the 2nd agreement.

That being so, and the purpose of the 2nd agreement being to evade stamp duty, as has been alleged in the FIR, and as has been investigated so far by the police, I see no reason to entertain this petition, which is consequently dismissed, with the interim order dated 01.03.2018 vacated.

It may be noticed here that if that is found to be true, the 2nd agreement itself would be a void agreement, even in terms of Sections 23 & 24 of the Indian Contract Act.

April 19, 2018
nitin

(AMOL RATTAN SINGH)
JUDGE

Whether speaking/reasoned	Yes
Whether Reportable	Yes