

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

**CRM-M No.17014 of 2018
Decided on: 05.02.2019**

Pushpinder Kaur and another

....Petitioners

Versus

State of Punjab

....Respondent

CORAM: HON'BLE MR JUSTICE ARVIND SINGH SANGWAN

Present : None for the petitioners.

Mr. M.S. Nagra, AAG, Punjab.

Mr. Deepak Kumar, Advocate for the complainant.

ARVIND SINGH SANGWAN, J. (Oral)

The petitioners pray for grant of anticipatory bail in FIR No.114 dated 24.06.2017, registered under Sections 420, 406 IPC at Police Station City Phagwara, District Kapurthala.

The operative part of the order dated 25.04.2018, vide which interim anticipatory bail has been granted to the petitioners, is reproduced as under:-

“...Learned counsel for the petitioners refers to the legal notice stated to have been issued on behalf of the Ist petitioner to the complainant on 07.06.2014, calling upon the said petitioner to execute the sale deed for the property in question, pursuant to the agreement dated 06.12.2013 having been entered into by them, with the date of execution of the sale deed stated to have been fixed for 06.06.2017 before the Registrar, on which date allegedly petitioner no. 1 was present before the registering authority. He also refers to the postal stamp dated 09.06.2017.

Notice of motion be issued to the respondents,

returnable on 14.05.2018....”

Thereafter on 14.05.2018, the following order was passed by this Court:-

“Learned counsel for the State (on instructions from the police official present), as also learned counsel for the complainant, submit that the petitioners actually had entered into a previous agreement with one Pardeep Kumar qua the same land as has been agreed to be sold by him to the complainant, with the earlier agreement being dated 18.12.2012, and with the date of execution of the sale deed in that case being 14.06.2014, Pardeep Kumar is stated to have instituted a civil suit seeking specific performance of the agreement, qua such agreement.

The agreement with the complainant in the present case is said to be dated 06.12.2013.

As per learned counsel for the petitioner, the matter had actually been compromised with the aforesaid Pardeep Kumar, and as such there was no encumbrance on the land in question as was agreed to be sold by the petitioner to the complainant....”

Again on 17.05.2018, the following order was passed by this Court:-

“Learned counsel for the petitioner though has produced in Court today a photocopy of an agreement reached between one Pardeep Kumar, the date of the said agreement being 29.06.2016, to the effect that petitioner no.1 had returned Rs.8 lakhs to Pardeep Kumar and as such he had nothing to do with the plot in question. It is seen that the agreement with Pardeep Kumar is dated 18.12.2012, whereas the agreement with the complainant is dated 06.12.2013, i.e. one year afterwards, with nothing having been stated in that agreement with the complainant that the petitioner had already entered into an agreement

with Pardeep Kumar.

Further, it is seen that despite the aforesaid agreement with Pardeep Kumar, the civil suit instituted by Pardeep Kumar is admittedly still continuing against the petitioner, with therefore the land in question obviously not free from encumbrance....”

Thereafter again on 29.05.2018, the following order was passed by this Court:-

“Though vide the order dated 17.05.2018 it had been noticed that there apparently being no settlement with one Pardeep Kumar, with his civil suit seeking specific performance still pending, the defendants therein being the present petitioners, and learned counsel would take instructions as to whether the petitioners were willing to return the money of the complainant or not, today learned counsel for the petitioners submits that the petitioners are in a position to pay only Rs.1,00,000/-, with the remaining amount to be paid in installments over a period of time.

He further contends that the person who had instituted the suit, i.e. Pardeep Kumar, is willing to withdraw the suit and a compromise actually has been reached with him, but possibly the suit is still pending due to the fact that he is abroad.

He further submits that the petitioners even today are willing to transfer the property in question to the complainant, on the complainant paying the remaining amount as per the agreement, less the amount shown to be advanced on proper receipt by the complainant to the petitioners....”

Counsel for the State, on instructions from HC Gurdial Singh, has submitted that the petitioner has joined the investigation and he is no more required for further investigation.

In view of the above, this petition is allowed and the interim bail granted to the petitioner vide order dated 25.04.2018 is made absolute subject to the conditions envisaged under Section 438(2) Cr.P.C.

(ARVIND SINGH SANGWAN)
JUDGE

05.02.2019
yakub

Whether speaking/reasoned	Yes/No
Whether reportable:	Yes/No