

**In the High Court for the States of Punjab and Haryana
At Chandigarh**

CRM-M-22160-2019 (O&M)
Date of Decision:-20.5.2019

Neelam @ Pinki

... Petitioner

Versus

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Ashwani Talwar, Advocate for the petitioner.

Ms. Aditi Girdhar, Assistant Advocate General, Haryana.

GURVINDER SINGH GILL, J.(Oral)

The petitioner has approached this Court seeking grant of regular bail in respect of a case registered against her vide FIR No.1442 dated 23.10.2018 registered at Police Station City Panipat under Sections 406 and 420 of Indian Penal Code, 1860, wherein offence under Sections 465, 506 and 120-B IPC were added lateron.

The FIR was lodged at the instance of Sudesh Rani, who alleged that Anil Kumar, his wife Neelam and his son Honey approached the complainant and her husband in the year 2012 and represented that Neelam owns a shop in Panipat and they are willing to sell it. A deal was struck and

an agreement for sale of the said shop was executed on 25.7.2012 for an amount of ₹80 lacs out of which an amount of ₹15 lacs was paid as earnest money. However, the sale-deed was not executed by the stipulated time and the time was extended and later on upon a request made by the accused that she do not wish to sell the shop, the agreement was cancelled and the earnest money was returned back to the complainant. It is further alleged by the complainant that subsequently in May 2014, the accused again approached the complainant and represented that now the shop in question stands transferred by Neelam in favour of her husband Anil Kumar and that they wish to sell the same. Pursuant to aforesaid representation, an agreement dated 30.5.2014 was entered into and an amount of ₹30 lacs was given to the accused by the complainant. Subsequently, some more amount was given on different occasions and a total of ₹69.20 lacs passed on to the accused. It is alleged that the accused, however, did not get the sale-deed executed and subsequently a compromise was effect in which the accused Anil Kumar and his wife Neelam gave five cheques totaling for an amount of ₹69.20 lacs in favour of Jagdish Lal, husband of the complainant. However, the accused later represented that cheques be not presented as there was no amount in their bank account and kept on lingering the matter. Ultimately on account of depression the complainant's husband died on 4.2.2018. It is alleged that till date the amount has not been repaid and thus the accused, in a planned manner, had cheated the complainant and her husband.

The learned counsel for the petitioner has submitted that the petitioner has falsely been implicated in the present case and that even as per the allegations levelled in the FIR, it is husband of the petitioner, who had entered into an agreement for sale of the shop in question and that the shop

in question, at the time of the agreement in the year 2014, was owned by the husband of the petitioner and not by the petitioner and that in case the agreement in question had not been duly honoured, it is the husband of the petitioner, who could be held liable and that even if the petitioner had ever issued any cheques for the purpose of returning the earnest amount, she could not be held liable for not having honoured the agreement.

Opposing the petition, the learned State counsel has submitted that it was a well-planned conspiracy of the entire family of the accused and that on an earlier occasion it was the petitioner herself, who had entered into an agreement, which was not duly honoured and subsequently it is the husband of the petitioner, who claiming himself to be the owner entered into an agreement and since huge amount of ₹69.20 lacs had been taken by the accused and her husband, no case for grant of bail is made out.

I have considered rival submissions addressed before this Court.

Since it is the petitioner's husband, who had represented that he is the owner of the shop in question and had entered into the agreement in the year 2014, therefore, the prime liability is of the husband of the petitioner. Although the petitioner being the wife of Anil Kumar, might have given some cheques in discharge of some liability, but in any case, issuance of such cheques will not make her liable for dishonour of the agreement for sale of the shop in question. In any case, the petitioner is stated to have been behind bars since the last more than three months and challan is stated to have been presented, no useful purpose would be served by further detaining the petitioner behind bars. The petition, as such, is accepted and

the petitioner Neelam @ Pinki is ordered to be released on bail subject to her furnishing bail bonds/surety bonds to the satisfaction of trial Court/Chief Judicial Magistrate/Duty Magistrate concerned.

The petition stands accepted accordingly.

20.5.2019

pankaj

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned Yes / No

Whether Reportable Yes / No