

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

CRM-M-64715-2018 (O&M)

Date of decision: 11.01.2019

Dalbir Kaur

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present:- Mr. H. P. S. Ghuman, Advocate
for the petitioner.

Mr. Joginder Pal Ratra, DAG, Punjab.

Mr. Ranjeet Kumar Jaswal, Advocate
for the complainant.

ARVIND SINGH SANGWAN, J. (Oral)

CRM-756-2019

Allowed as prayed for.

Annexures A-1 and A-2 are taken on record.

CRM-M-64715-2018

This is the second petition that has been filed for grant of anticipatory bail to the petitioner in FIR No. 99 dated 22.10.2018, registered under Sections 420, 467, 468 and 120-B of the IPC at Police Station Bhadson, Tehsil Nabha, District Patiala. In the first petition, the petitioner was granted interim bail vide order dated 07.12.2018 passed in CRM-M-54235-2018.

Learned counsel for the petitioner submits that as per the allegations in the FIR, the complainant entered into an agreement to sell dated 21.02.2018 with co-accused Gurpreet Kaur. As per said agreement to

sell, earnest money of Rs. 33 Lakh was paid out of which, an amount of Rs. 10 Lakh was paid in cash and Rs. 20 Lakh was paid by way of cheques, however, later on, the cheques were returned and by way of RTGS, an amount of Rs. 10 Lakh was paid on 22.02.2018, an amount of Rs. 5 Lakh was paid on 05.03.2018 and another amount of Rs. 5 Lakh was paid on 07.03.2018.

Learned counsel for the petitioner further submits that the petitioner has no direct role in said agreement to sell and neither she is a beneficiary nor she is an attesting witness to the same and the petitioner, being the wife of co-accused Bhinder Singh, the property dealer who has got the deal done between the parties, has been involved in the present case.

Learned counsel for the State, on instructions from ASI Harjinder Singh, assisted by learned counsel for the complainant, however, submits that co-accused Gurpreet Kaur later on issued two cheques in favour of the petitioner on 01.03.2018 and 05.03.2018 amounting to Rs. 6 Lakh and Rs. 9 Lakh, respectively, and in fact this was the amount of agreement to sell received by co-accused Gurpreet Kaur.

It is further submitted that later on, another settlement was entered into between Gianjit Kaur, mother of Gurpreet Kaur, wherein she had agreed to pay the amount of Rs. 30 Lakh to the complainant on or before 27.09.2018.

In reply, learned counsel for the petitioner submits that there is no privity of contract between the complainant and the petitioner, therefore, it will be a debatable issue whether the petitioner has committed any offence.

After hearing learned counsel for the parties and considering

the submissions made by them, I deem it a fit case where the concession of anticipatory bail can be granted to the petitioner.

Accordingly, in view of the above, without commenting anything on the merits of the case, this petition is allowed and the petitioner is granted concession of anticipatory bail, subject to her furnishing bail/surety bonds to the satisfaction of the Investigating Officer/Arresting Officer. However, the petitioner shall join the investigation as and when called upon to do so and shall abide by the conditions as provided under Section 438 (2) Cr.P.C.

January 11, 2019
Waseem Ansari

(ARVIND SINGH SANGWAN)
JUDGE

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No