

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Sr. No.152

CRM-M-54760-2019

Date of decision : 19.12.2019

Sandeep Kaur and another

..... Petitioners

VERSUS

Union Territory, Chandigarh.

..... Respondent

CORAM: HON'BLE MR. JUSTICE SUDHIR MITTAL

Present: Mr. Saurabh Arora, Advocate, for the petitioners.

SUDHIR MITTAL, J. (Oral)

The petitioners seek anticipatory bail in case FIR No.209 dated 8.12.2019, registered at Police Station Manimajra, U.T Chandigarh, under Sections 420/467/468/471 and 120-B IPC.

Learned counsel for the petitioners submits that there is a dispute regarding purchase of property between the petitioners and the complainant and his wife. Petitioner No.2 had advanced monies to the complainant, but the same was not returned and therefore, he agreed to sell a property in the name of his wife to petitioner No.1. Accordingly, a cheque dated 10.5.2019, for Rs.20 lacs was given to the petitioners, which was dishonoured. Consequently, a complaint dated 10.7.2019, was filed under Section 138 of the Negotiable Instruments Act, 1881. As a counter-blast, a complaint under Section 156(3) Cr.P.C. dated 21.7.2019, was preferred by the complainant, in which an order of registration of FIR was passed on 2.12.2019. The said order was passed despite reports dated 21.9.2019 and 19.11.2019, received under Section 202 Cr.P.C., wherein, it was opined that the dispute between the parties is purely civil in nature.

The petitioners have not fabricated agreement to sell because had that been the case, there was no question for the complaint and his

wife giving a cheque of Rs.20 lacs to the petitioners. In any case, no recovery is to be effected as the evidence is already in the possession of the investigating agency and thus, custodial interrogation of the petitioners is not necessary.

Notice of motion.

The respondent be served through Public Prosecutor for U.T., Chandigarh.

Mr. Mansur Ali, Advocate, puts in appearance on behalf of the complainant and submits that the E-receipt by virtue of which the stamp paper for agreement to sell was purchased is dated 10.8.1998 and this in itself shows that the agreement to sell is forged and thus, the petitioners do not deserve any relief.

Without commenting upon the merits of the case as either party may be prejudiced thereby and in view of the fact that the evidence in this case is documentary in nature, which is already in possession of the investigating agency, no useful purpose would be served by arresting the petitioners.

The petition is accordingly, allowed. The petitioners are directed to join investigation in the first instance with the Investigating Officer on 27.12.2019 at 10.00 a.m. and cooperate therewith. In the event of their arrest, they shall be released on bail to the satisfaction of the Investigating Officer/SHO concerned subject to their compliance of the conditions enshrined under Section 438(2) Cr.P.C.

(SUDHIR MITTAL)
JUDGE

19.12.2019

Ramandeep Singh

Whether speaking / reasoned

Yes / No

Whether Reportable

Yes/ No