

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

CRM-M-13439-2020 (O&M)

Date of decision: 10.08.2020

Satbir Singh and another

...Petitioners

Versus

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present:- Mr. Sandeep Saini, Advocate
for the petitioners.

Mr. Kuldeep Tiwari, Addl. A.G., Haryana.

Mr. Munish Kumar Garg, Advocate
for the applicant-complainant.

ARVIND SINGH SANGWAN, J. (Oral)

CRM-16308-2020

Allowed as prayed for.

Documents are taken on record as Annexures R-2/1 and R-2/2.

CRM-M-13439-2020

Prayer in this petition is for grant of anticipatory bail to the petitioners in FIR No. 0345 dated 09.09.2019, registered under Sections 420 and 506 of the IPC (including other sections added later on) at Police Station Civil Lines Jind, District Jind.

The operative part of the order dated 03.06.2020, vide which the petitioners have been granted interim bail, is reproduced below:

“As per the prosecution version, the petitioner No.1 owned a land measuring 5 kanals 6 marlas as reflected in the jamabandi for the year 2014-15 of village Khatkar. He had entered into an agreement to sell dated

4.6.2019 with the complainant (Rajesh) for a land measuring 2 kanals 9 marlas at the rate of Rs.12,00,000/- per acre. Rs.2,00,000/- were paid to the petitioners as earnest money and the sale deed was to be executed by 11.7.2019. However, subsequently upon investigation it transpired that petitioner Satbir Singh who owned land measuring 10 kanals 10 marlas had suffered a decree dated 10.5.2018 for specific performance of agreement dated in favour of Amarjeet for an area measuring 9 kanals. Thus, he did not own or possess adequate land to enter into an agreement in question qua a land measuring 2 kanals 9 marlas.

Learned counsel for petitioners submits that implication of the petitioners is apparently false. Further the complainant happened to be their advocate in the District Courts, Jind and represented them in many matters. For he wanted to purchase the land owned by the petitioners, an agreement was executed. However, neither any earnest money, as alleged, was paid or received by the petitioners. In any case, he submits that it was yet to be determined if despite decree dated 10.5.2018 passed in favour of Amarjeet he was still possessed of sufficient land to execute the agreement in question. Further, the necessary details as per revenue record were not furnished to prove if the decree dated 10.5.2018 pertained to the land qua which the agreement was executed in favour of complainant. Ex facie, he submits that the dispute is of civil nature and if the complainant was aggrieved in any manner he was entitled to take recourse to the remedies available under the civil law and the petitioners too could set forth their defence.

Notice.

Mr. Munish Sharma, AAG, Haryana accepts notice

on behalf of respondent-State and submits on the instructions of SI Krishan Kumar that for the disputed documents have already been recovered. The petitioners are not required by the prosecution agency for any further interrogation.

Mr. Munish Kumar Garg, Advocate who too is present accepts notice on behalf of complainant and prays for a short accommodation.

Adjourned to 8.7.2020.”

Learned counsel for the complainant has placed on record documents to submit that the complainant was never a counsel of the petitioners in the earlier suit for specific performance filed by said Amarjeet and, thus, the complainant had no knowledge about the previous agreement to sell, upon which, the trial Court has already passed the said decree and the appeal filed against the same stands dismissed by the lower appellate Court.

Learned counsel for the complainant further submits that there was a loan of about Rs. 1,00,000/- taken from the Punjab National Bank. It is further submitted that now after satisfying the decree of specific performance in favour of Amarjeet, the petitioners will be left with only 1 Kanal 9 Marlas of land.

Learned counsel for the complainant further submits that he has instructions to say that the complainant is ready to purchase the remaining land of 1 Kanal 9 Marlas by adjusting the amount of loan and the proportionate earnest money of the remaining 1 Kanal 9 Marlas.

Learned counsel for the petitioners, on instructions from the petitioners, submits that the petitioners are ready to execute the sale deed in

terms of the agreement to sell dated 04.06.2019 with complainant Rajesh at a rate of Rs. 12,00,000/- per acre.

Learned counsel for the petitioners further submits that proportionate earnest money of 1 Kanal 9 Marlas, now left with the petitioners, will be adjusted and the land will be sold in favour of complainant Rajesh.

Learned counsel for the petitioner further submits that the petitioners will not raise any objection if the complainant, before execution of the sale deed, deposits the outstanding loan amount with Punjab National Bank and adjusts the same towards sale consideration.

I have heard learned counsel for the parties.

Without commenting anything on the merits of the case, in view of the submissions made by learned counsel for the parties, the order dated 03.06.2020, granting interim bail to the petitioners, is made absolute subject to the conditions envisaged under Section 438(2) Cr.P.C. with further conditions that:

- (1) the petitioners will execute the sale deed of 1 Kanal 9 Marlas of land within a period of three months from today as per terms and conditions settled in agreement to sell dated 04.06.2019;
- (2) the parties, while making the balance payment, will adjust the amount of earnest money proportionate to 1 Kanal 9 Marlas and the petitioners will clear the loan amount before the date of registry.

Let the needful be done on or before 12.10.2020.

It is made clear that if the petitioners fail to comply with the directions, it will be open for the complainant to apply for the cancellation of bail.

10.08.2020
Waseem Ansari

(ARVIND SINGH SANGWAN)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>