

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

CRM-M-29676-2020

Date of decision : 25.09.2020

Karamjeet Kaur

...Petitioner

Versus

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. Chander Shekhar Singhal, Advocate
for the petitioner.

Mr. Sumit Jain, Addl. A. G., Haryana.

ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this petition is for grant of anticipatory bail to the petitioner in FIR No. 117 dated 02.08.2020, registered under Sections 420, 406, 506, 120-B of the IPC at Police Station Sadhaura, District Yamuna Nagar.

Learned counsel for the petitioner submits that as per the allegations in the FIR, the petitioner entered into an agreement to sell dated 14.05.2019 for sale of 15 Kanals 19 Marlas of land in favour of the complainant.

Learned counsel further submits that as per the aforesaid agreement to sell, the petitioner has allegedly received Rs. 21 Lakh as earnest money in different installments and the date of execution of sale deed was fixed as 15.11.2019, which was extended to 29.01.2020. On 18.02.2020, the petitioner informed the complainant that Deputy Commissioner has granted stay over the land and she will execute the sale deed subsequently.

Later on, the complainant came to know that petitioner has

entered into a prior agreement to sell with one Sachin Kumar on 12.10.2017

and he has even filed a suit for specific performance. It is the further allegation against the petitioner that by concealing all these facts, the petitioner allured the complainant to part away Rs. 21 Lakh.

Learned counsel further submits that the petitioner is an old lady, aged about 52 years, and she was not aware of the previous agreement with said Sachin Kumar or any such litigation.

Learned counsel further submits that petitioner has not received any amount and she has not signed the disputed agreement to sell in favour of the complainant.

Learned counsel further submits that son of the complainant, namely Suleman, is a property dealer and he has falsely implicated the petitioner in this case as he was known to the husband of the petitioner and was managing the land in dispute.

Learned counsel further submits that in fact it is a case of civil dispute which has been given colour of criminal litigation. Learned counsel for the petitioner has relied upon **2016(4) Law Herald (P&H) 2903, Akash Verma Vs. State of Haryana** to support his arguments, however, the facts of the said case are distinguishable as there was no previous agreement to sell in favour of any party.

Learned counsel for the petitioner has also relied upon **2015 (9) RCR (Criminal) 925, Bhajan Singh & Ors. Vs. State of Punjab**, wherein the concession of anticipatory bail was granted to the accused, however, this was on deposit of 50% of the earnest money, hence, again the facts of this case are distinguishable from the present one.

In reply, learned State counsel submits that there are serious allegations against the petitioner that she has duped the complainant of Rs.

After hearing learned counsel for the parties and going through the agreement to sell set up by the complainant, it is apparent that in the agreement to sell dated 14.05.2019, there is no mention about the previous agreement in favour of Sachin Kumar or any suit filed by him, rather the agreement discloses the details of the amount, some of which was paid by cheque and some by cash.

The petitioner, on 18.02.2020, had further extended the agreement to sell on receiving further payment, therefore, the petitioner acknowledged that a total sum of Rs. 21 Lakh was received by her.

The petitioner, well within her knowledge, after entering into an agreement to sell with Sachin Kumar on 12.10.2017, entered into another agreement to sell with the complainant on 14.05.2019 and extended the same on 18.02.2020. The petitioner has received part payment of the earnest money by way of cheques, therefore, she cannot dispute the validity of the agreement at this stage.

Therefore, considering the fact that even a suit was filed by Sachin Kumar and by concealing this fact from the notice of the complainant while entering into the present agreement to sell, the petitioner has allured complainant to part away a huge amount of Rs. 21 Lakh, this Court finds no ground to grant concession of anticipatory bail to her.

Accordingly, without making any comment on the merits of the case, the present petition is hereby dismissed.

25.09.2020

Waseem Ansari

**(ARVIND SINGH SANGWAN)
JUDGE**

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No