

Satbir Kaur

.....Petitioner

Vs.

State of UT, Chandigarh

....Respondent

CORAM : HON'BLE MR.JUSTICE AMOL RATTAN SINGH

Present: Mr. Agam Kumar Jund, Advocate, for the petitioner.

Mr. Parampreet Paul Addl.PP, UT, Chandigarh.

Mr. Gurbir Singh Sandhu, Advocate, for the complainant.

AMOL RATTAN SINGH, J. (Oral)

Case heard by video conference.

By this petition, the petitioner seeks the concession of 'anticipatory bail' under the provisions of Section 438 Cr.P.C., upon FIR No.377, dated 03.12.2020, having been registered at Police Station Sector 39, Chandigarh, alleging therein the commission of offences punishable under the provisions of Sections 420 and 120-B of the IPC.

On 17.09.2021, the following order had been passed by this court:-

“Case heard via video conferencing.

Pursuant to the last order passed, a short affidavit of the ASP, Sub Division South, UT, Chandigarh, dated 6.9.2021, has been filed, which is ordered to be taken on record.

Mr.P.S.Paul, learned Addl.PP, UT, Chandigarh, points to paragraphs 3, 4 and 7 of the affidavit to submit that the petitioner had full knowledge of the earlier sale agreement entered into by her mother with one Jagdish, and thereafter with the complainant in the present FIR, i.e.Partap Chauhan, but thereafter she still entered into an agreement of sale with one Mainpal son of Atma Ram, qua the same property.

Upon specific query put to him by this court, he also submits that the petitioner has also executed an affidavit to the effect that the money had been accepted by her mother for the sale of the property in question to Partap Chauhan, despite which thereafter, she along with her mother and siblings,

entered into an agreement of sale qua the same property with Mainpal.

Adjourned to 27.9.2021.

The ASP would file another affidavit, annexing therewith a copy of the affidavit stated to have been executed by the petitioner, dated 15.12.2020, as also the subsequent agreement of sale entered into with Mainpal.

It is made clear that at this stage, there is no interim order operating in favour of the petitioner.

It is to be noticed however that learned counsel for the petitioner has submitted that the petitioner has not received a single penny out of the money alleged to have been received by her mother.

Having considered even that argument, once the specific stand of the investigating agency is that the petitioner first executed an affidavit admitting that her mother had received money for the same property (of which the petitioner is also a co-owner), and thereafter entered into an agreement to sell that property to some other person, in my opinion no interim order needs to be passed in favour of the petitioner at this stage.”

Another affidavit having been filed by the ASP, Sub Division South, Chandigarh, dated 25.09.2021, it was already taken on record on 27.09.2021, but with counsel for the petitioner having sought an adjournment, hearing in the matter had been deferred, with it finally having come up for actual hearing today; (yesterday it having been adjourned as counsel for the UT had sought a little further time to look at the case in detail).

Today he points to the contents of paragraphs 2 to 6 of that affidavit to submit that the petitioner and other co-accused having entered into an agreement of sale with the complainant (respondent no.2 herein), on June 20, 2018, with the date of execution of the sale deed initially fixed for 10.12.2018, but with it further extended from time to time till 10.01.2020, however, in the meanwhile, they also entered into an agreement of sale dated 31.07.2019 with one Mainpal, *qua* the same property, in the context of which

they received Rs.6 lakhs as a 'token amount', vide various cheques issued by that person, even though it was in the knowledge of the petitioner and other co-accused that they had already entered into an agreement of sale with Partap Chauhan.

In that context he specifically points to the affidavit dated 15.12.2020 (Annexure R-4 with the said reply of the ASP), which is seen to be one executed by the petitioner herself, stating therein that she is aware of the fact that her mother had sold the said property to Partap Chauhan and had also received full and final payment for the same, and she would have no objection to the said property being transferred in the name of the purchaser (Partap Chauhan).

Learned Addl.P.P., therefore submits that the petitioner, despite having complete knowledge of the agreement of sale earlier entered into with Partap Chauhan, still entered into another agreement *qua* the same property with another person and accepted (even though possibly through her mother), another sum of Rs.6 lakhs from that person.

Though learned counsel for the petitioner has vehemently argued that the petitioner was only acting at the behest of her mother, however, what this court obviously cannot overlook is the fact that this is a petition by which the petitioner is seeking to be admitted to 'anticipatory bail' and in the aforesaid circumstances, I would see no reason to admit her to such bail.

Learned counsel for the petitioner has also submitted that the petitioner is willing to settle the matter with the complainant.

If that were so, with this petition having remained pending for the past month and a half, and with the learned Addl.Sessions Judge, Chandigarh, having dismissed a similar petition on 28.12.2020, i.e. more than 10 months ago, if there was any such intention of the petitioner, she would have already entered into some compromise with the complainant.

This petition is consequently dismissed.

Be that as it may, naturally, all observations made in this order or earlier orders passed, are only in the context of a petition filed under the provisions of Section 438 of the Cr.P.C., and investigation in the matter would continue as per evidence gathered.

November 03, 2021

dharamvir//

**(AMOL RATTAN SINGH)
JUDGE**

Whether speaking/reasoned : YES
Whether Reportable : YES