

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

204 **Date of Decision:29.09.2021**

(1) **CRM-M No. 40522 of 2020**

MAI RAM **.....Petitioner**

Vs

STATE OF HARYANA **.....Respondent**

(2) **CRM-M No. 43555 of 2020**

RAJESH **.....Petitioner**

Vs

STATE OF HARYANA **.....Respondent**

(3) **CRM-M No. 43648 of 2020**

INDER SINGH **.....Petitioner**

Vs

STATE OF HARYANA **.....Respondent**

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Mr.Anurag Jain, Advocate
for the petitioner (in CRM-M-40522-2020).

Mr.Pankaj Mahavir Chauhan, Advocate
for the petitioners (in CRM-M-43555 & 43648 of
2020)

Mr.Rajat Gautam, DAG, Haryana.

Mr.Amit Chaudhary, Advocate
for the complainant.

(Through video conferencing)

RAJ MOHAN SINGH, J. (Oral)

Vide this common order, CRM-M No.40522 of 2020, CRM-M No.43555 of 2020 and CRM-M No. 43648 of 2020 are being disposed of as the same have arisen out of same FIR. The facts are being taken from CRM-M No.40522 of 2020.

Petitioner(s) seeks grant of anticipatory bail under Section 438 Cr.P.C in case bearing FIR No.21 dated 21.01.2020 registered under Sections 420/448 IPC at Police Station Siwani, District Bhiwani.

Complainant Manjula has lodged this FIR with the allegations that there was a matrimonial discord between her and her husband Mai Ram. Mai Ram remained in custody for not paying the amount of maintenance. In execution, half of the share in the house was transferred in the name of the complainant. In execution proceedings, auction was held and share of Mai Ram was registered in favour of the complainant in lieu of recovery of Rs.5,80,000/- vide sale deed No. 1807 dated 20.02.2019. Mutation was also sanctioned on 28.02.2019. Mai Ram was released from custody in the month of February 2019 and thereafter, he started living with the complainant. The allegations are that Mai Ram took some signatures of the complainant on blank papers on which alleged agreement was prepared. Inder Singh was the proposed vendee and Rajesh signed the same in the capacity of attesting witness. Soon

before lodging of FIR in question, Inder Singh got lodged one criminal case against the complainant, which was cancelled. According to learned counsel for Inder Singh, the said FIR was cancelled without notice to him being the complainant of that case. Allegation against Rajesh is that he witnessed the alleged agreement in the capacity of attesting witness. The main allegations are against Mai Ram, who is alleged to have misused the signatures of the complainant by way of preparing an agreement to sell viz-a-viz the complainant and the proposed vendee Inder Singh.

Admittedly the agreement to sell has not been used in any manner for executing the title deed. The only allegation, at this stage, is that under the garb of said agreement to sell, Inder Singh has parted with some amount in favour of the complainant (according to recital in the agreement to sell). According to the complainant, her signatures were obtained by Mai Ram on some blank papers and she has not received any amount in pursuance thereof. Police has also recorded the statement of Inder Singh by joining him in the investigation that the amount of earnest money was paid to Mai Ram, however, he in turn handed over the same to the lady sitting in the car in the court complex, Hisar.

Having considered the submissions made by learned counsel for the parties, it appears that the controversy relates to

the documents only. On the basis of agreement to sell, no sale deed has been executed in favour of proposed vendee.

Learned State counsel, on instructions from ASI Jagdish, submits that Inder Singh and Rajesh have joined the investigation to the entire satisfaction of the Investigating Officer. So far as Mai Ram is concerned, though he has joined the investigation but he has not co-operated in getting the amount recovered. The co-operation at the instance of Mai Ram in the context of receiving of earnest money would remain debatable as according to the recital in the agreement to sell, the amount was allegedly paid to the complainant.

At this stage, without meaning anything on the merits of the case, I deem it appropriate to confirm the interim bail granted to the petitioner(s) on different dates.

In view of above, interim order dated 27.04.2021 (passed in CRM-M-40522-2020) and orders dated 08.01.2021 (passed in CRM-M-43555-2020 and CRM-M-43648-2020) are made absolute. However petitioner(s) shall keep on joining the investigation as and when required to do so and they shall abide by the conditions as envisaged under Section 438(2) Cr.P.C.

Petitions stand disposed of.

(RAJ MOHAN SINGH)
JUDGE

29.09.2021
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Whether speaking/reasoned Yes/No