In the High Court of Punjab and Haryana at Chandigarh

213 **CRM-M-48250-2021 (O & M)**
Date of Decision: December, 15, 2021

HARSVINDER SINGH **.....PETITIONER**

VERSUS

STATE OF PUNJAB **....RESPONDENT**

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present: Mr.Kartik Gupta, Advocate for the petitioner.

Ms. Amarjit Kaur Khurana, DAG, Punjab.

Mr. Danishwar Ali, Advocate for the complainant.

ANUPINDER SINGH GREWAL, J (ORAL)

The petitioner is seeking anticipatory bail in FIR No.130 dated 02.08.2021, under Section 420 IPC, registered at Police Station Bullowal, District Hoshiarpur.

Learned counsel for the petitioner contends that FIR is outcome of a monetary dispute with regard to the agreement to sell between the petitioner and the complainant. He also contends that the matter has been compromised as per the deed of compromise. He further contends that as per clause 3 of the compromise, the complainant had to clear the outstanding loan of Canara Bank and on his doing so, the petitioner is to execute the sale deed in his favour without taking any further consideration. He further contends that the complainant owes a sum of ₹12 lacs to the petitioner and till he pays that amount, the petitioner would not execute the sale deed. On 17.11.2021, learned counsel for the petitioner while referring to the compromise at Annexure P-3 had stated that it was agreed that the complainant shall discharge the loan against the property and on his doing so, the petitioner shall execute the sale deed in favour of the complainant.

Learned counsel for the complainant contends that the complainant has repaid the entire loan amount and has been issued 'no due certificate' by the bank. He also contends that there is no condition in the settlement with regard to the complainant being required to pay another sum of ₹12 lacs to the petitioner.

Heard.

It is apparent from the perusal of the clause 3 of the compromise that the petitioner was to execute the sale deed after the complainant had returned the loan amount. The complainant is stated to have returned the loan amount and 'no due certificate' has been issued by the Bank which is not disputed by the counsel for the petitioner. Counsel for the petitioner instead has now submitted that the complainant is to pay a sum of ₹12 lacs to the petitioner. This aspect is not part of the condition and was not submitted to the Court on 17.11.2021 whereon interim order was passed staying the arrest of the petitioner. It is manifest that the complainant has repaid the loan amount and it is the petitioner, who is resiling from his part of the compromise and not executing the sale deed. Therefore, I do not intent to grant the concession of anticipatory bail to the petitioner.

The petition stands dismissed.

(ANUPINDER SINGH GREWAL)
JUDGE

December, 15, 2021
A.Kaundal

Whether speaking/ reasoned : Yes/No
Whether Reportable : Yes/No