

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

203

CRM-M-28548 of 2021 (O&M)

Date of decision: 28.01.2022

Satish Bansal and Anr.

...Petitioners

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present:- Mr. A.P. S. Srawaan, Advocate
for the petitioner.

Mr. Amit Mehta, Sr. Deputy Advocate General Punjab.

Mr. S.S.Behl, Advocate for the complainant.

AVNEESH JHINGAN, J. (ORAL)

Due to COVID-19 situation, the Court is convened through video-conference.

This petition was filed seeking anticipatory bail.

On 23.07.2021, the following order was passed:-

“ Prayer is for grant of anticipatory bail in case FIR No.118 dated 25.06.2021 under Sections 420,120-B IPC registered at Police Station Sahnewal, District Police Commissionerate, Ludhiana.

As per allegations in the FIR, petitioner No.2 had entered into an agreement to sell 10 kanal of land as detailed in the FIR to the complainant for a sum of Rs.2,36,63,062/-. An amount of Rs.98 lacs was received as earnest money. Thereafter, an amount of Rs.30 lacs was given by the complainant to petitioner No.1 through banking transactions. Rs.10 lacs was given in cash on 07.12.2016. Rs.88 lacs in cash was given on 15.06.2017. Complainant further alleges that despite repeated requests, sale deed was not executed by petitioner No.1. Rather, petitioner No.1 obtained a loan of about Rs. Two crores and ten lacs from Aditya Birla Finance Company against the same land.

Ld. Counsel for the petitioner states that the

Petitioner No.1 acknowledges the receipt of the earnest money of Rs.98 lacs and 30 lacs through banking transactions, Rs.10 lacs in cash. However against the 88 lakhs as alleged by the complainant he states that he had received only Rs.8 lacs.

Learned counsel for the petitioners, on instructions from his client states that petitioner No.1 undertakes to repay the loan obtained by him against the property in question from Aditya Birla Finance Company within a period of three weeks from today. He further undertakes that thereafter petitioner No.1 shall execute the sale deed in favour of the complainant after resolving the dispute with the complainant with regard to the money received and due. Ld. Counsel for the complainant is agreeable to this.

Both Ld. Counsel are agreeable that on petitioner No.1 repaying the entire loan to Aditya Birla Finance Company the matter may be referred for mediation to enable them to resolve their dispute so that the sale deed can be executed.

Notice of motion for 02.09.2021.

Meanwhile, in the event of arrest, the petitioner shall be released on interim anticipatory bail to the satisfaction of the Arresting/Investigating Officer, subject to the conditions provided under Section 438 (2) Cr.P.C. The petitioners are also directed to join the investigation and cooperate with the Investigating Agency, as and when required.”

On 06.01.2022, affidavit was filed by petitioner No.2 stating that he would repay the loan Aditiya Birla. On instruction learned counsel for the petitioner submitted that Rs. 27 lakh was deposited on 23.12.2021 and to show his bonafide with regard to the affidavit filed, he would deposit another sum of Rs. 25 lakh within 15 days. It was argued that the cancellation report was filed.

The counsel for the petitioners has produced the receipt of Rs.25,00,000/-. Learned counsel for the petitioners on instructions submits that the balance amount would be paid within three months from today.

The State counsel on instructions submits that cancellation report has been prepared and approved by the Senior Officials, the same

would be filed in the Court shortly.

Learned counsel for the complainant submits that during the pendency of the petition, the petitioners got registered counter FIR against the complainant.

He further submits that the action of getting FIR registered falls within the ambit of Section 438 (2) Cr.P.C. The contention is that contempt was filed by the complainant in this Court which is pending.

Considering the subsequent developments, the attempt for mediation stands defeated as there are cross cases filed by the parties, it would not be possible for this Court in a petition for anticipatory bail to consider the veracity of allegations made in the FIR by the petitioners.

From the statements made by the learned State counsel, it is clear that the investigation is complete.

In view of the above, the interim order dated 23.07.2021 is made absolute.

It is clarified that in case of failure of the petitioners to pay the amount as stated before this Court, the interim order shall stand vacated without reference to the Court.

Needless to say that the parties would be at liberty to avail remedy in accordance with law for redressal of surviving grievances, if any.

28.01.2022
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(AVNEESH JHINGAN)
JUDGE

Whether reasoned/speaking?
Whether reportable?

Yes/No
Yes/No