

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

CRM-M-26458 of 2022
Date of decision: 14.06.2022

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Shakuntla Devi @ Shakuntala Devi

....Petitioner(s)

Versus

State of Haryana

....Respondent(s)

CORAM: HON'BLE MR. JUSTICE G.S.SANDHAWALIA

Present: Mr. Akashdeep Singh, Advocate,
for the petitioner.

G.S.SANDHAWALIA, J. (Oral)

The present petition has been filed under Section 438 Cr.P.C. praying for grant of anticipatory bail to the petitioner in case FIR No. 204 dated 11.05.2022 under Sections 406, 420, 120-B IPC (Sections 467, 468 IPC added later on), P.S. IMT Rohtak, District Rohtak.

The argument raised is that the petitioner is not a signatory to the agreements as such and the same were entered into by her son. It is, thus, submitted that the petitioner is not responsible for the misdeeds of the son.

It is not disputed that various agreements as such have been entered into by Paramjeet, the son of the petitioner qua the sale of Mount Litra Zee School, which is owned by the President of Gyan Education Society. The petitioner is stated to be an Executive Member of the said society being wife of Bhoop Singh. Paramjeet s/o Bhoop Singh is the President and the daughter-in-law Suman Lata is the Secretary.

Admittedly, the petitioner's son has entered into various agreements prior to the agreement in dispute dated 14.02.2022 (Annexure

P-2) wherein, a total amount of Rs.4.85 crores was received for transfer of the organization in the name of the complainant's organization which is R.C. Education Society. Prior to that, Paramjeet Singh had also entered into agreement dated 20.03.2020 (Annexure P-4) with one Raj Bala for Rs.7,95,00,000/-. Thereafter, on 23.08.2021 (Annexure P-3), an agreement was entered into with Vinod Kumar for a sum of Rs.2,56,00,000/- and thereafter on 06.09.2021 (Annexure P-5), the agreement was entered with Jugbir etc. for Rs.5,76,25,000/-

It is, thus, apparent that the family members as such have been taking various people for a ride while holding out that the property is for sale and have received huge amounts in advance. It is not disputed that the petitioner is also staying alongwith her son and is a beneficiary of the said financial transaction, therefore, custodial interrogation as such would be required for going into the root of the matter regarding the dishonest intentions as such of the family to cheat the vendees at large.

In such circumstances, this Court is of the opinion that the benefit of discretionary relief of anticipatory bail is not liable to be granted when such huge amounts are involved and valuable rights of the parties entering into agreements are effected at their cost.

Accordingly, no case is made out for grant of anticipatory bail and the present petition stands dismissed.

14.06.2022
shivani

(G.S. SANDHAWALIA)
JUDGE