

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

210

CRM-M-39022-2022
Decided on : 15.12.2022

Vipin @ Bunty

. . . Petitioner

Versus

State of Haryana

. . . Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

PRESENT: Mr. R. K. Choudhary, Advocate
for the petitioner.

Mr. Praveen Bhadu, AAG, Haryana.

VIKAS BAHL, J. (Oral)

The present petition has been filed under Section 438 Cr.P.C.
for grant of anticipatory bail to the petitioner in case FIR No. 533 dated
09.12.2020 under Sections 420, 406, 379 and 120-B IPC registered at
Police Station Dabua, District Faridabad.

On 31.08.2022, this Court was pleased to pass the following
order:

*“Learned counsel for the petitioner has submitted that
this is the third bail application filed by the petitioner and the
earlier two bail applications have been withdrawn with liberty
to file a fresh petition after rectifying the mistakes and after
annexing all the relevant documents.*

*Learned counsel for the petitioner inter alia contends
that in the present case, one Shrichand was owner of land
measuring 4 kanals and 19 marlas and one Dharminder was
owner of land measuring 1 kanal and 17 marlas in Village Palli
and the said Shrichand had executed an agreement to sell in
favour of Om Parkash and Firey Singh for land measuring 2
kanals and 10 marlas in equal share and had also executed a*

full and final agreement to sell the same in favour of Amar Singh and had also executed a registered GPA dated 09.04.2015 in favour of Amar Singh. It is further submitted that Om Parkash had executed an agreement to sell in favour of the present petitioner and the said agreement to sell has been annexed as Annexure P-8 with the paper book. It is contended that the petitioner had executed three agreements to sell which are annexed as Annexures P-9 to P-11 with the paper book. It is further contended that the agreement to sell dated 05.05.2014 (Annexure P-10) is in favour of Rajesh Kumar for land measuring 100 square yards, agreement to sell dated 21.04.2014 (Annexure P-11) is in favour of Rohit Kumar for land measuring 100 square yards and agreement to sell dated 11.04.2014 (Annexure P-9) is in favour of Vinod Kumar, Pawan Kumar, Satinder Kumar and Vijay Pal for land measuring 200 square yards and thus, total land regarding which the agreements to sell were entered into by the present petitioner totals to 400 square yards. It is argued that in the said three agreements to sell, it has been stated that the petitioner is in possession of the land on the basis of an agreement in his favour. It is further argued that inadvertently, in the said three agreements to sell, the line regarding the fact that the petitioner is in possession of the land on the basis of an agreement in his favour has not been properly translated and has referred to the vernacular version of the same which appears at page 102 of the paper book. It is also submitted that the petitioner was within his rights to sell the land measuring 400 square yards, which has been agreed to be sold by the petitioner in favour of the abovesaid persons, as he had an agreement in his favour for land more than the said area of land. It is also contended that there is a delay of 5 years in registration of the FIR and the present dispute has civil trappings and the petitioner is not involved in any other case. It is also argued that the entire case is based on documentary

evidence and thus, the custodial interrogation of the petitioner is not required.

Notice of motion for 15.11.2022.

In the meantime, in the event of arrest, the petitioner shall be released on interim bail subject to his furnishing personal bonds and surety to the satisfaction of Arresting/Investigating Officer. However, the petitioner shall join the investigation as and when called upon to do so and shall abide by the conditions as provided under Section 438(2) Cr.P.C.

The petitioner is directed to place on record the fully translated version of the agreements to sell (Annexures P-9 to P-11) and in case, the same is not done by the next date of hearing, then the interim order granted in favour of the petitioner would be liable to be vacated. ”

Subsequently, on 15.11.2022, this Court was pleased to pass the following order:-

“CRM-41927-2022

Application is allowed, as prayed for. Annexures P-9 to P-11 are taken on record, subject to all just exceptions.

Main case

Learned counsel for the petitioner has submitted that in pursuance of order dated 31.08.2022 passed by this Court, the petitioner has placed on record fully translated version of agreement to sells as Annexures P-9 to P-11.

Learned State Counsel has submitted that although, the petitioner has joined the investigation but is still required for further investigation.

The petitioner is again directed to join the investigation before the concerned Investigating Officer on 23.11.2022 at 11:00 AM.

Adjourned to 15.12.2022.

Interim order to continue.”

Learned counsel for the petitioner has submitted that in pursuance of the abovesaid order dated 31.08.2022 and 15.11.2022, the petitioner has joined the investigation.

Learned counsel for the State has submitted that the petitioner has joined the investigation and is not required for any further custodial interrogation.

Keeping in view the abovesaid facts and circumstances moreso, the facts which have been noticed in abovesaid order dated 31.08.2022 and also the fact that the petitioner has joined the investigation and is not required for further custodial interrogation, the present petition is allowed and the interim order dated 31.08.2022 is ordered to be made absolute.

However, nothing stated above shall be construed as an expression of opinion on the merits of the case and the trial would proceed independently of the observations made in the present case which are only for the purpose of adjudicating the present bail application.

15.12.2022
Mehak

(VIKAS BAHL)
JUDGE

Whether reasoned/speaking?	Yes/No
Whether reportable?	Yes/No