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

CRM-M-54000-2021 (O&M)

Date of decision : 01.02.2022

Harbans Singh

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. N.S. Shekhawat, Sr. Advocate with
Mr. Kushagra Beniwal, Advocate for the petitioner.

Mr. Sarabjit S. Cheema, AAG, Punjab.

(Through Video Conferencing)

VIKAS BAHL, J. (ORAL)

CRM-343-2022

Application is allowed, as prayed for.

Annexures P-14 to P-18 are taken on record, subject to all
just exceptions.

Main case

Prayer in the present petition is for grant of anticipatory bail
to the petitioner in FIR No.345 dated 30.09.2021 registered under
Sections 420, 465, 467, 468, 120-B of the Indian Penal Code, 1860 and

Section 82 of the Registration Act, 1908, at Police Station City Kharar, District SAS Nagar, Punjab.

On 23.12.2021, this Court had passed the following order:-

“Learned Senior Counsel for the petitioner inter alia contends that in the present case, since the ownership of the petitioner was reflecting in the revenue record, thus, the petitioner being a farmer was told by Hem Partap Singh that he could sell the said land and for the same, an agreement to sell was entered into by the petitioner with Hem Partap Singh for a total sale consideration of Rs.24,00,000/-. It is argued that it is the said Hem Partap Singh who had introduced the petitioner to Deepanshu Gupta, Mohit Gupta, Manisha, Vishal Gupta and Ashish Gupta, in whose favour the sale deeds were executed through the said Hem Partap Singh by the petitioner. It is further argued that the said five persons had further sold the land to the complainant and it is the complainant who had got the present FIR registered by primarily arraying the abovesaid five persons as accused. It is contended that the petitioner did not have any privity of contract with the complainant in the present case and in spite of the same, the proceedings have been dropped against the persons who had sold the land to the complainant. It is also contended that as per the subsequent sale deed in favour of the complainant, the land had been sold at a much higher price than the price at which the petitioner had sold to the abovesaid Deepanshu Gupta etc. It is also submitted that a civil suit has already been filed by the complainant with respect to the same land and without prejudice to his rights and without admitting his liability, the petitioner is ready to deposit the money before the

Illaqa Magistrate/Duty Magistrate within a period of one month with the prayer that same be paid to the person who succeeds in the criminal matter.

Notice of motion.

On asking of the Court, Mr. Sukhbeer Singh, AAG, Punjab, appears and accepts notice on behalf of State of Punjab and seeks time to get instructions.

Adjourned to 01.02.2022.

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 deposit an amount of Rs.24,00,000/- before the Illaqa Magistrate/Duty Magistrate within a period of one month from today and the Illaqa Magistrate/Duty Magistrate is directed to keep the said amount in a Fixed Deposit and the said deposit would be without prejudice to the rights of the petitioner and without admitting his liability and would be paid in accordance with further directions of this Court.”

Learned Senior Counsel appearing for the petitioner has submitted that in fact, in the present case, the matter has been compromised by the petitioner with Pawan Kumar, Mohit Jhanjhi, Sahil Sukheja and Rishi Sukhija, who were the persons, who had ultimately purchased the property in question. The said compromise/settlement signed by the said four persons has been sent through Whatsapp to this Court today. The same is taken on record. Relevant portion of the same is

reproduced hereinbelow:-

“TO WHOM IT MAY CONCERN

That we (1) Pawan Kumar son of Shri Shiam Lal (2) Mohit Jhanji son of Vinod Kumar (3) Sahil Sukheja son of Satish Kumar Sukheja and (4) Rishi Sukheja son of Satish Sukheja got registered on FIR bearing No.0345 U/s 420, 465, 467, 471, 120B and 82 of Registration Act, 1908 dated 30-09-2021 at Police Station City Kharar against Harbans Singh son of Shri Norang Singh resident of Village Sante Majra and now we all compromised the matter with Shri Harbans Singh. Harbans Singh has given us 698 square yard land vide vasika No.15205, 15206, 15207, 15208, 15209 dated 21.01.2022. We have no objection if the Harbans Singh released on bail and the FIR registration against him is quashed as now we settled our score with him and after the execution of sale deed, nothing will remain due against him and we will not claim any amount from him in future and will not initiate any criminal or civil proceeding against only in case if no dispute of title as well as possession arises in coming time on property.

- 1. Sd/- Pawan Kumar son of Shri Shiam Lal,*
- 2. Sd/- Mohit Jhanji son of Vinod Kumar,*
- 3. Sd/- Sahil Sukheja son of Satish Kumar Sukheja,*
- 4. Sd/- Rishi Sukheja son of Satish Sukheja*

Sd/- Harbans Singh

Sd/- Witness: Gurlal Singh

Sd/- Witness: Kuldeep Singh”

Learned Senior Counsel for the petitioner has submitted that in pursuance of order dated 23.12.2021, the petitioner has joined the investigation and the entire matter stands resolved. He has further

submitted that instead of depositing an amount of Rs.24 lacs with the Illaqa Magistrate/Duty Magistrate, the petitioner had in fact finally resolved the whole dispute with the complainant party.

Learned State Counsel has opposed the present petition for grant of anticipatory bail to the petitioner.

This Court has heard the learned counsel for the parties and has perused the paper book.

A perusal of the order dated 23.12.2021 as well as abovesaid receipt would show that in fact, there was no privity of contract between the petitioner and the complainant Pawan Kumar, Mohit Jhanjhi, Sahil Sukheja and Rishi Sukhija. It seems that in order to finally resolve the issue, the petitioner has got four sale deeds executed in favour of the four complainants for total land measuring 698 square yards. Copies of the said sale deeds have also been sent through Whatsapp today to this Court and are taken on record.

A perusal of the statement signed by the abovesaid four persons/complainants would also show that it has been specifically mentioned that the matter has been compromised and land measuring 698 square yards has been given to the said persons through various sale deeds and also that the said persons have no objection in case, the petitioner is released on bail and the present FIR against the petitioner is quashed.

Keeping in view the abovesaid facts and circumstances, moreso, the facts which have been noticed in order dated 23.12.2021 and

also the fact that the matter apparently seems to have been resolved between the petitioner and the complainant party and since the entire dispute is based on documentary evidence, the custodial interrogation of the petitioner is not required and thus, the present petition is allowed and interim order dated 23.12.2021 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.

All the pending miscellaneous applications, if any, stand disposed of in view of the abovesaid order.

01.02.2022

Pawan

**(VIKAS BAHL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No