

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

CRM-M-48911-2023

Date of Decision: 02.11.2023

Manju Lata

. . . . Petitioner

Vs.

State of Haryana

. . . . Respondent

CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

Present: - Mr. Sumit Sangwan, Advocate, for the petitioner.

Mr. Randhir Singh, Addl. A.G., Haryana.

DEEPAK GUPTA, J.

By way of this petition filed under Section 438 CrPC, petitioner prays for grant of anticipatory bail in case FIR No.37 dated 17.02.2023 registered at Police Station Dadri Sadar, District Charkhi Dadri, under Sections 120B, 406, 420 and 506 IPC.

2. This is the second petition. The earlier petition bearing CRM-M-38183-2023 was dismissed as withdrawn vide order dated 21.09.2023 (Annexure P3) with liberty to file fresh one with better particulars.

3. FIR was lodged on the complaint of Jagbir Singh, as per which he was having old acquaintance with one Hariom (co-accused). Smt. Manju (petitioner) wife of Hariom was stated to be owner in possession of land measuring 10 Marla as per the details given in the complaint. Petitioner along with Hariom entered into an agreement to sell the said land for a consideration of ₹10 lakh vide an agreement to sell

dated 17.01.2020 in favour of the complainant and received an amount of ₹8 lakh as earnest money in the presence of witnesses. Remaining amount of ₹2 lakh was agreed to be paid at the time of registration of the sale deed. However, later on, complainant came to know that accused had already entered into an agreement to sell dated 23.08.2017 regarding same land with one Jai Bhagwan, which fact was not disclosed by the petitioner or her husband to the complainant.

4. It is contended by ld. counsel that petitioner has been falsely implicated. In fact, petitioner did not enter into or execute any agreement to sell nor she put any signature nor she received even a single penny. Ld. counsel contends that petitioner is ready to give her specimen signature, which may be compared with the signature appended on the alleged agreement to sell dated 17.01.2020. It is further submitted that husband of the petitioner has already been allowed regular bail and during investigation, he corroborated the said fact that signature of the petitioner was not there on the agreement and that the same were forged. Ld. counsel further contends that no target date for execution of the sale deed was mentioned nor any suit for specific performance was ever filed by the complainant and there is no explanation as to why complainant kept mum for a long period of more than three years. Ld. counsel contends further that petitioner is ready to join the investigation and that her custodial interrogation is not required and so, she be allowed the benefit of anticipatory bail.

5. By considering the nature of allegations and taking it to be a civil dispute, this Court was initially inclined to give the benefit of anticipatory bail to the petitioner, until the Court heard the State counsel

and went through the detailed reply filed by the State, apart from the entirely contradictory stand taken by the petitioner before the Court of Sessions, where she had sought the similar relief.

6. A perusal of the order dated 28.07.2023 (Annexure P2) passed by the Court of Id. ASJ, Charkhi Dadri, would reveal that before that Court, stand was taken by the petitioner to the effect that she had borrowed an amount of ₹8 lakh from the complainant regarding which a writing was executed on 17.01.2020; that she and her husband had already returned an amount of ₹7,80,000/-, but the complainant did not return the original writing. The said stand taken by the petitioner before the Court of Sessions, is entirely contradictory to the stand as taken in the present petition, which in itself makes the story put forth by the petitioner highly doubtful.

7. Apart from the above, the detailed reply filed by the respondent-State would reveal that petitioner has *prima facie* committed cheating not only with the complainant of the case, but various other people, who were joined in the investigation, by agreeing to sell the same land to them. In fact, the reply would reveal that petitioner executed as many as seven agreements to sell regarding the same plot and received huge amount towards earnest money. The relevant details in this regard are as under: -

DATE OF AGREEMENT TO SELL	AGREEMENT WITH	TOTAL SALE CONSIDERATION	EARNEST MONEY RECEIVED BY THE PETITIONER AND HER HUSBAND.
17.01.2020	Jagbir Singh (<i>complainant</i>)	10 lakhs	8 Lakh
23.08.2017	Jai Bhagwan	16 Lakh	10 Lakh
02.07.2021	Dalpat	34.08 Lakh	30 Lakh
29.10.2021	Ved Parkash	36.50 Lakh	36.50 Lakh
30.09.2021	Vinod	15 Lakh	15 Lakh

22.06.2022	Stapal	21.75 Lakh	8.5 Lakh
19.04.2022	Rajinder	17.40 Lakh	5.75 Lakh
TOTAL EARNEST MONEY RECEIVED			113.75 Lakh

8. The aforesaid details would reveal that after executing the first agreement on 23.08.2017 with Jai Bhagwan, petitioner executed second agreement on 17.01.2020 with the complainant Jagbir Singh and subsequent thereto, she executed five more agreements with different people and received various amounts towards earnest money. Copies of those agreements along with statements of the proposed vendees have been placed on record by Id. State counsels as Annexures R1 to R12. It has come in the statements of witnesses that petitioner was the signatory to the agreements and that she along with her husband had received the earnest money.

9. Having regard to all the aforesaid facts and circumstances, this Court does not find the present case to be fit for grant of anticipatory bail, as custodial interrogation of the petitioner may be required to unearth the entire truth and also to recover the amount.

Dismissed.

02.11.2023
Vivek

(DEEPAK GUPTA)
JUDGE

1. Whether speaking/reasoned?

Yes
2. Whether reportable?

No