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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CRM-M-17933-2024 (O&M)
Date of Decision : May 20, 2024

RAM SINGH AND ANOTHER -PETITIONERS

V/S

STATE OF HARYANA -RESPONDENT

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Kamal Chaudhary, Advocate
for the petitioners.

Mr. Bhupender Singh, D.A.G., Haryana.

Mr. Anmol Partap Singh Mann, Advocate with
Mr. Navjot Singh Sidhu, Advocate
for the respondent No.2/complainant.

KULDEEP TIWARI, J. (ORAL)

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1. For the reasons assigned in the instant application, the same is **allowed**. The complainant is ordered to be impleaded as respondent No.2, in the array of respondents.
2. The amended memo. of parties, as enclosed with the instant application, is also taken on record.

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3. As prayed for, the instant application is **allowed**. The reply of the respondent No.2/complainant is taken on record.

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4. At the time of issuing notice of motion on 10.04.2024, this Court



had passed the hereinafter extracted order:-

“1. Through the instant petition, as instituted under Section 438 of the Cr.P.C., the petitioners seek grant of anticipatory bail, in case FIR No.182 dated 20.05.2023, under Sections 120-B, 406, 420 of the IPC, registered at P.S. Old Faridabad, District Faridabad.

2. The principal argument of the learned counsel for the petitioner, in his seeking the relief (supra), is embedded in settlement of the dispute inter se the petitioner and the complainant. To lend strength to this argument, he draws attention of this Court towards Annexure P-3, which is an Agreement of Settlement/Compromise, and submits that, in pursuance of Annexure P-3, the petitioner has, through R.T.G.S. mode, made payment of Rs.25,00,000/- to the complainant.

3. Notice of motion.

4. Mr. Bhupender Singh, D.A.G., Haryana, waives service of notice on behalf of the respondent-State.

5. At this stage, Mr. Anmol Partap Singh Mann, Advocate, records his appearance on behalf of the complainant, under a validly executed Vakalatnama instituted before this Court today, and, submits that since the Agreement of Settlement/Compromise (supra) has not been fully complied with by the petitioner, therefore, the petitioner cannot be permitted to reap any fruits thereof. He also seeks some time to file reply to the instant petition.

6. Request allowed.

7. List on 22.04.2024 in the urgent list, for awaiting reply of the complainant.”

5. Apart from adjudicating the merits of the instant petition, the issue which primarily arises for consideration is *“whether any compromise had actually been arrived at inter se the parties or not ?”*.

6. A perusal of Annexure P-3, which is an Agreement of Settlement/Compromise, reveals that, although the present FIR has been registered against four accused, however, only two of those accused, i.e. present petitioners, have entered into a compromise with the complainant/respon-



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dent No.2, and that too, for payment of an amount of Rs.32,00,000/-, whereas, the complainant has in fact been duped for an amount of Rs.60,00,000/-.

7. The record available before this Court makes revelations that, earlier when the petitioners had accessed the learned Additional Sessions Judge, Faridabad, thereby seeking the concession of pre-arrest bail, they had made a categoric submission that they are ready to refund the earnest money to the complainant. The paragraph No.3 of the order dated 18.03.2024, as passed upon the pre-arrest bail application of the petitioners, and, wherein becomes recorded the submission (supra) is reproduced hereinafter:-

*“3. The Ld. Counsel, representing the applicants-accused named above submitted that the dispute is civil in nature and the parties, to the case (i.e. the complainant and the applicants) have arrived at, a compromise with each other. The matter was regarding sale and purchase of a property and **the applicants/accused were ready to refund the earnest amount to the complainant.** That the complainant had no objection in case, bail was granted to the applicants/accused. Copy of Affidavit regarding compromise between the parties, was placed on record, to confirm the facts. Hence, it was pleaded that he be granted pre-arrest bail.”*

8. However, after securing the relief of interim bail, as granted during pendency of the pre-arrest bail application (supra), the petitioners came up with a stand that they only want to repay the amount, as fell to their share, inasmuch as, their co-accused had also taken away a significant portion of the amount extracted from the complainant. Not only this, the petitioners claim themselves to be the victims of fraud committed by one Ashok Kumar.

9.

This Court has heard the arguments advanced by the learned



counsels appearing for the parties and perused the entire record, whereupon, a *prima facie* inference becomes generated that the petitioners have, just to escape the rigor of criminal proceedings launched against them at the behest of the complainant, tried to weave a web of false submissions and false assurances, not only before the learned Additional Sessions Judge concerned, but also before this Court.

10. At this stage, the learned counsel for the petitioners has also tried to impress upon this Court that since the petitioner No.2, merely being wife of the petitioner No.1/main accused, has been falsely implicated in the present FIR, therefore, at least she deserve the concession of anticipatory bail.

11. However, a studied survey of the record available before this Court makes vivid display that, the petitioner No.2 is not only a signatory to the agreements to sell dated 28.11.2019 and 07.12.2020, but, she is also a joint bank account holder with the petitioner No.1, wherein, the complainant had transferred the money. Therefore, this Court is impelled to draw an inference that, she is not only a beneficiary of the crime proceeds, but also actively participated with the petitioner No.1.

12. *Prima facie*, the allegations surging forth from the present FIR that the petitioners have defrauded the complainant for an amount of Rs.60,00,000/- by entering into agreement(s), which they never intended to perform, makes it a clear cut case of cheating. Therefore, taking into account the allegations levelled against the petitioners, coupled with their hereinabove discussed misleading conduct, this Court is not inclined to grant the extraordinary relief of anticipatory bail to the petitioners.



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13. Consequently, the instant petition is **dismissed**, with costs of Rs.5,000/- to be forthwith deposited by each of the petitioners, with the District Legal Services Authority concerned.

14. Pending application(s) stand disposed of accordingly.

May 20, 2024
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(KULDEEP TIWARI)
JUDGE

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No