

2024:PHHC:150443



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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-57631-2024
DECIDED ON: 19.11.2024

DHANWANTRI DEVI
.....PETITIONER

VERSUS

STATE OF HARYANA AND ANR
.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Yogesh Goel, Advocate and
Mr. Apurav Kamboj and Ms. Anshima Teria, Advocates
for the petitioner.

Mr. Baljinder Singh Virk, Sr. DAG Haryana

Mr. Pardeep Panwar, Advocate for the complainant.

SANDEEP MOUDGIL, J (ORAL)

1. Relief Sought

The jurisdiction of this Court has been invoked under Section 482 BNSS Act for grant of anticipatory bail in FIR No.0353 dated 27.10.2024, under Sections 406, 420 and 120-B of IPC, 1860 registered at Police Station Pehowa, District Kurukshetra (Annexure P-1).

2. Brief facts of the case as narrated in the FIR reads as under:-

“To the Superintendent of Police, Kurushetra, Sub: Application against (1) Dhanwantri w/o Sh. Ram Niwas, (2) Chattrapal (Mob: 94660-66246) S/o Rai Singh R/o Village Diwana, Tehsil Pehowa, District Kurukshetra for taking legal action for committing fraud with applicant by executing sale deeds in favor of some other persons

despite Agreement of Sale of agricultural land of 23 kanal. Sir, applicant Gurjant S/o Ram Kumar, is/am resident of Village Ishak, Tehsil Pehowa, District Kurukshetra and submit as under that aforesaid accused Dhanwantri had executed one Special Power of Attorney regarding her said agricultural land in favor of her husband Ram Niwas. During this period, her husband Ram Niwas, on the basis of said SPA has executed an Agreement of Sale on 18.12.2023 of agricultural land measuring 23 kanal out of Khewat No. 230 total area 13852 kanal 5 marla and 460/277045 share for a consideration of Rs. 24 Lacs per acre. At the time of agreement, applicant has given Cheque No. 00048 dated 00049 of Rs. 40 Lacs drawn on UCO Bank, Pehowa and cash Rs. 6 Lacs, total amount Rs. 46 Lacs to Ram Niwas i.e. husband of said accused Dhanwantri. At that time, said accused Dhanwantri and Chattrapal were present and Chattrapal signed as a witness on the agreement. As per agreement, both parties fixed date as 15.12.2024 for execution of sale deed. During this period, Ram Niwas husband of said accused executed one Sale Deed No. 913 dated 12.06.2024 in favor of Savita Devi W/o Sh. Ravinder Singh, S/o Jagga Singh R/o Village Diwana Tehsil Pehowa District Kurukshetra of land measuring 9 kanal 10 marla out of land measuring 23 kanal in Khewat No. 230 and another Sale Deed No. 912 dated 12.06.2024 of 6 Kanal in favor of Sunita Devi, W/o Sh. Suresh Kumar S/o Sh. Jai Pal, R/o Village Diwana Tehsil Pehowa District Kurukshetra. Thereafter, Ram Niwas husband of said accused died. After death Ram Niwas, when applicant went to obtain information at his own level about advance given by him, then applicant came to know that said accused persons and Ram Niwas in collusion with each other, fraudulently, illegally sold agricultural land measuring 15 kanal 10 marla of Agreement of Sale of 23 kanal executed in favor of applicant despite Ram Niwas husband of said accused had executed an Agreement of Sale of 23 kanal agricultural land with applicant despite execution of agreement in favor of applicant. Despite agreement with applicant, all these three persons in collusion with each other have intentionally committed fraud with applicant. I also have a doubt that aforesaid accused

persons might have either executed agreement or sale deed in favor of some other person for remaining land of said land because Ram Niwas husband of accused at the time of executing said sale deeds, despite Chattrapal knowing about all these things and intentionally made him to witness on both sale deeds as such, Chattrapal knowing well about these said facts got executed sale deed intentionally and by playing fraud. It is therefore requested that aforesaid accused person under conspiracy obtained an amount of Rs. 46 Lacs as earnest money from applicant and strict legal action be taken for committing offence of executing sale deed in favor of some other persons by playing fraud and money of applicant be compensated so that justice be given to him. Enclosures: Agreement, bank statement and both sale deeds. Dated 27.08.2024. SD/- Gurjant Singh, applicant, Gurjant, S/o Ram Kumar R/o Village Ishak Tehsil Pehowa District Kurukshetra. Enquiry Report: Conclusion: From perusal of said complaint, statements of complainant and opposite party and documents produced by complainant, it has come to the SD/- Incharge Economic Offences Wing dated 12.10.2024. Today on receipt of said complaint after conducting enquiry, FIR No. 353 dated 27.10.2024 U/s 406/ 420/ 120-B IPC has been registered at Police Station Pehowa.”

3. Contentions

On behalf of the petitioner:

Learned counsel for the petitioner contends that the dispute between the parties, is actually of civil nature, which is being given the colour of criminal liability attracting Sections 406, 420 and 120-B of IPC, wherein, the petitioner is neither the beneficiary nor the executant of agreement to sell dated 18.12.2023.

It is also argued on behalf of the petitioner that whatever amount was received in the bank account, has not been credited to the petitioner's account, but actually transferred to other beneficiary persons, which can be verified by the Investigating Agency through bank accounts.

On behalf of respondent-State/complainant

Mr. Baljinder Singh Virk, Sr. DAG Haryana, having served with an advance copy, prays for dismissal of the present petition on the ground that it was the petitioner, who gave GPA dated 30.06.2016 executed in favour of deceased husband and on the basis of said GPA entered into an agreement to sell dated 18.12.2023 for an agricultural land measuring 23 kanal and an amount of Rs.46 lacs was received by the deceased husband. Subsequently on the date, which was actually fixed for execution of that sale deed, it was not got executed and therefore, now on behalf of the petitioner to assert that she is neither the beneficiary nor is aware of any such agreement to sell, is absolutely incorrect and false.

5. Analysis

Be that as it may, having given a considerable thought to the facts and circumstance, as has been revealed before this Court particularly appreciating the fact that the executant to the agreement to sell dated 18.12.2023 has unfortunately expired on 10.07.2024 and till date no money out of the said transaction i.e., Rs.46 lacs has been availed by the present petitioner, but was disbursed by the deceased husband of the petitioner to other persons with whom he has to share the said profit arising out of the deal, this Court is of the view that custodial interrogation of the petitioner is not required at this stage. Moreover this Court is of the considered view that if any other information is required to be collected by the State, the petitioner is ready and willing to join the investigation and, therefore, it can be collected if the petitioner once joins the investigation.

6. Decision

In view of the above, the petitioner is directed to join the investigation within a period of 10 days and in case of doing so, she shall be released on

anticipatory bail subject to furnishing of personal/surety bonds to the satisfaction of Arresting/Investigating Officer.

The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS of which are reproduced below :-

“When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such directions in the light of the facts of the particular case, as it may think fit, including-

- (i) a condition that the person shall make himself available for interrogation by a police officer as and when required;*
- (ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;*
- (iii) a condition that the person shall not leave India without the previous permission of the Court;*
- (iv) such other condition as may be imposed under sub-section (3) of section 480, as if the bail were granted under that section.”*

However, it is made clear that in case the petitioner do not comply with the aforesaid direction of joining the investigation within 10 days, the order passed by this Court today shall automatically, stand cancelled.

In the afore-said terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

19.11.2024

Meenu

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