



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

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**CRM-M-47840 of 2024
Date of decision: 27.01.2025**

Labho Devi and another

....Petitioners

V/s

State of Haryana

....Respondent

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present: Mr. Namit Khurana, Advocate, for the petitioners.

Mr. Rajat Gautam, Additional Advocate General, Haryana
the respondent-State.

Mr. Akshit Aggarwal, Advocate
for the complainant.

MANJARI NEHRU KAUL, J. (ORAL)

The petitioners are seeking the concession of anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita in case FIR No.195 dated 07.09.2024 under Sections 420 and 406 IPC, registered at Police Station Sadar Jagadhri, District Yamuna Nagar.

2. On 24.09.2024, while issuing notice of motion, the following submissions made by the learned counsel for the petitioners were recorded:-

“Learned counsel for the petitioner, inter alia, contends that some agreement was arrived at between the parties with respect to the sale of 41 kanals of land belonging to the petitioners and in which regard, an amount of Rs.1 lakh was paid by the complainant to the petitioners by way of cash and two cheques in the sum of Rs.5 lakh each were given to the



petitioners. However, on presentation, both the cheques were dishonoured, as a result of which the complainant party thereafter transferred an amount of Rs.10 lakh through RTGS into the respective accounts of the petitioners. Learned counsel submits that thereafter, the parties as per understanding between them, were supposed to appear before the Sub Registrar, Jagadhri on 10.04.2024, however, despite the petitioners being present throughout the day and also getting their presence marked, the complainant party did not turn up, as a result of which the petitioners not only sent the complainant party an email dated 15.04.2024 cancelling the agreement between them but it is also a matter of record that the money received by the petitioners in the sum of Rs.11 lakh was remitted back into the account of the complainant party. Learned counsel submits that the complainant party did not respond to the mail sent by the petitioners with respect to the cancellation of the agreement. Rather, the complainant party on 21.04.2024, much after the date when they had been duly intimated by the petitioners that the agreement stood cancelled between them, again transferred an amount of Rs.11 lakh into the accounts of the petitioners, which had been earlier remitted back by them.”

3. Thereafter on 22.10.2024, this Court had granted the interim bail to the petitioners and asked them to join investigation and cooperate with the investigating agency.

4. Learned State counsel, on instructions, does not dispute the factum of the petitioners having joined investigation and cooperated with the investigating agency. He, on further instructions, submits that the



petitioners are not required for further investigation much less for their custodial interrogation.

5. In view of the above, the petition is allowed and interim orders dated 22.10.2024, is made absolute subject to the conditions laid down in Section 438(2) Cr.P.C./482(2) of BNSS, 2023.

January 27, 2025
poonam

(MANJARI NEHRU KAUL)
JUDGE

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