
(2005) 12 AHC CK 0175

In the Allahabad High Court

Case No : Criminal Miscellaneous Writ Petition No. 12973 of 2005

Ansal Housing and Construction Limited and Mr. Deepak Ansal APPELLANT
Vs
State of U.P. and Gajay Singh-Lekhpal RESPONDENT

Date of Decision : 21-12-2005

Acts Referred:

Penal Code, 1860 (IPC) — Section 420, 467, 468, 469, 471
Transfer of Property Act, 1882 — Section 54
Uttar Pradesh Zamindari Abolition and Land Reforms Act, 1950 — Section 157A

Citation : AIR 2005 All 13

Hon'ble Judges : Shiv Shanker, J; Amitava Lala, J

Bench : Division Bench

Advocate : Satish Trivedi and Y.K. Sinha, for the Appellant; A.G.A., for the Respondent

Judgement

Amitava Lala, J.—Case Crime No. 843 of 2005, under Sections 420, 467, 468, 469 & 471 I.P.C., Police Station Sehani Gate, Ghaziabad District Ghaziabad has been registered in the first information report (hereinafter referred to as the "F.I.R."). The factual position is that the petitioner no. 2 being the representative of the oompany-petitioner no. 1 entered into an agreement for sale with the vendor and their names are also available in the F.I.R. According to the learned Government Advocate and it appears from the F.I.R. that the vendor was not entitled to enter upon in such agreement. The F.I.R. has been lodged for the simple reason that the property belongs to a person of schedule caste and Section 157-A of the Uttar Pradesh Zamindari Abolition & Land Reforms Act, 1950 is applicable in such case in any event, last part of Section 54 of the Transfer of property Act, 1882 speaks as follows:-

Contract for sale---A contract for the sale of Immovable property is a contract that a sale of such property shall take place on terms settled between the parties.

It does not, of itself, create any interest in or charge on such property.

2. Therefore, as; yet no right has been accrued in favour of although they are in

physical possession of the land. The petitioners have given an undertaking before this Court that they will not convert the property in Any manner whatsoever nor any construction will start on such land without any permissible sale-deed in accordance with law. The petitioner no. 3 is Director of the Company. He is not the signatory to the aforesaid agreement. The petitioner no. 1 is the company itself.

3. The balancing factors of the aforesaid circumstances as well as first information report speak that responsibility of the vendor lies much more than the petitioners in such type of dispute. He is supposed to give all the materials before the tentative purchaser before entering upon any agreement, However, it is also not proper for any tentative purchaser not to search any document as regards the property before entering into any agreement.

4. Having heard the parties and considering the pros and cons, we direct the Investigating Officer of Case Crime No. 843 of 2005, under Sections 420, 467, 468, 469 and 471 I.P.C., Police Station Sehani Gate, Ghaziabad, District Ghaziabad to conclude the investigation within a period of three months from the date, on which a certified copy of this, order is presented before him. The petitioners are directed to co-operate with the Investigating Officer in all possible manner. If the Investigating Officer or informant found himself aggrieved due to falsification, misstatement, fraud, non-cooperation with the Investigating Officer or any other reasons whatsoever relevant for the purpose, he is at liberty to apply for recalling/variation/vacating/modification of the order. However, the petitioners will not be arrested in the above mentioned case crime number till the submission of the charge-sheet, if any.

5. Accordingly, the writ petition stands disposed of.

6. However, no order is passed as to costs.