

226 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-52661-2024
Decided on: 14.01.2025

Pargat Singh ...Petitioner

Versus

State of Punjab and another ...Respondents

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Veneet Sharma, Advocate
for the petitioner.

Mr. Jasjit Singh, DAG, Punjab.

Mr. Anmol Puri, Advocate
for respondent No. 2.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
74	08.03.2020	Sohana, District SAS Nagar (Mohali)	406 & 420 IPC

1. The petitioner apprehending arrest in the FIR captioned above has come up before this Court under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking anticipatory bail.

2. In paragraph 13 of the bail petition, the accused declares the following criminal antecedents:

Sr. No.	FIR No.	Date	Offenses	Police Station
1	88	28.03.2003	420 IPC	Civil Lines, Amritsar
2	36	08.03.2016	380 IPC	Laddowal, Ludhiana
3	107	13.11.2016	384 IPC	Chatiwind, Amritsar
4	247	29.12.2017	336 IPC	Beas, Amritsar

3. The facts and allegations are being taken from the reply filed by the State, which reads as follows:

“That it is respectfully submitted here that the complainants namely Salinder Kaur and Puneet Lekha had submitted a complaint No. 2221/P/SSP dated 10.06.2019 before the office of Senior Superintendent of Police, SAS Nagar against Hardeep Singh, Pargat Singh/the present



petitioner, Satnam Singh, Sukhjinder Singh, Baldev Singh, Harnek Singh, Nirpal Singh, Surjit Singh and Sukhder Singh. In the aforesaid complaint, the complainants had broadly stated that on assurance of the Hardeep Singh, Satnam Singh, Sukhjinder Singh, Baldev Singh, Harnek Singh and Sukhder Singh, the complainants entered into an agreement to sell on 04.04.2019 with Hardeep Singh, owner of the land in question i.e. 18 Bigha 6-1/5 Biswa situated at Village Alizpur, H.B. 283, Tehsil Banur, District SAS Nagar. All the aforesaid accused assured her that there was no prior agreement to sell or sale deed executed with regard to land in question. The accused Satnam Singh, Sukhjinder Singh, Baldev Singh and Harnek Singh, who represented themselves to the complainants as property dealers, had also taken Rs. 30,000/- each as commission from the complainants for the aforesaid deal. The complainants further stated that she had paid Rs. 40 Lakhs to Hardeep Singh as earnest money through different cheques and the cheques were duly encashed by the accused Hardeep Singh in his bank account. The Agreement to Sell was executed for 18 Bighas 6-1/5 Biswa land and total sale consideration was fixed @ Rs. 56 Lakhs per acre i.e. for Rs. 2 crores and 10 Lakhs approximately. The date for execution of sale deed was fixed for 30.09.2019 in the name of the complainants or their nominee. The aforesaid accused further assured the complainants that there is no defect in the title of the property in question and the same is free from all kind of litigation. The part of the property in question was mortgaged for Rs. 8 lakhs and the accused Hardeep Singh assured to clear the mortgage from the amount received by him as earnest money from the complainants. The aforesaid accused accordingly cleared the aforesaid mortgage from the earnest money he received. On 16.04.2019, when one day the complainants visited the property in question, they came to know from the villagers that the accused Hardeep Singh was openly telling everyone that he was not going to execute the Sale Deed in favour of the complainants. When the complainants confronted him, he said that he had committed cheating with them and now the complainants could not do anything against them. The complainants further stated that they had filed a civil suit no. 306/2019 titled as Salinder Kaur and Ors. vs. Hardeep Singh and got the stay order on the alienation of suit property on 25.04.2019 and 14.05.219. The accused Hardeep Singh appeared on 03.05.2019 and filed application for dismissal of the civil suit on ground that Sale Deed of the land in question already stood executed on



15.04.2019. When the complainants asked them about the sale deed, the accused told the complainants that they just wanted to grab money from them, which they did.

2. That the complainants further stated that accused Pargat Singh/the petitioner was the relative of the accused Hardeep Singh. They in connivance with each other had executed Sale Deed dated 15.04.2019 in favour of Pargat Singh/the petitioner without paying any sale consideration and for playing fraud upon the complainants. The witnesses who signed the Sale Deed namely Surjit Singh and Sukhder Singh were also involved in the whole fraud. The complainants further stated that there was no identification of Sukhder Singh on the sale deed, which further proved fraud committed by them. The Sale Deed dated 15.04.2019 was a fraud as neither proper Sale Deed was executed as sale consideration was not paid through bank transactions nor it was proper exchange of land. The complainants further stated that no land stood transferred vide the aforesaid Sale Deed in village Chutala, Tehsil and District Tarn Taran. The complainants further stated that the Sale Deed in question was executed at 7:04:17 pm whereas Tehsildar office got closed at 5:00 pm. The complainants further stated that all the aforesaid persons were land grabbers and were habitual in cheating the people and they all conspired to cause loss to the complainants. Hence, the complainant sought legal action against the aforesaid persons.”

4. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that further pre-trial incarceration would cause an irreversible injustice to the petitioner and their family.

5. The State's counsel opposes bail and refers to the reply.

6. It would be appropriate to refer to the following portions of the reply, which read as follows:

“ROLE OF THE PETITIONER

5. That during initial investigation, it came forth that the petitioner in connivance with the main accused Hardeep Singh had intentionally executed Sale Deed of land in question on 15.04.2019 in order to cause wrongful loss to the complainants. During the execution of the aforesaid Sale Deed dated 15.04.2019 neither the accused Pargat Singh paid the whole sale consideration nor it was a proper exchange deed, which prima



facie shows the connivance of the petitioner in duping the complainants.

EVIDENCE AGAINST THE PETITIONER

6. That as the investigation qua the petitioner is at initial stage, hence at this stage, Sale Deed dated 15.04.2019 executed by the main accused Hardeep Singh in favour of the present petitioner, is crucial evidence against him which shows the connivance of the petitioner with the main accused.”

7. Although there is sufficient evidence connecting the petitioner with the alleged occurrence, but the incident pertains to the year 2019, on this ground alone, petitioner is not required for custodial interrogation and pre-trial incarceration.
8. Pre-trial incarceration should not be a replica of post-conviction sentencing. The evidence might be prima facie sufficient to launch prosecution or to frame charges, but this Court is not considering the evidence at that stage but is analyzing it for the stage of anticipatory bail. An analysis of the above does not justify custodial interrogation or pre-trial incarceration.
9. Given the above, the penal provisions invoked coupled with the prima facie analysis of the nature of allegations and the other factors peculiar to this case, there would be no justifiability for custodial interrogation or the pre-trial incarceration at this stage. Without commenting on the case's merits, in the facts and circumstances peculiar to this case, and for the reasons mentioned above, the petitioner makes a case for bail. This order shall come into force from the time it is uploaded on this Court's official webpage.
10. Given above, provided the petitioner is not required in any other case, the petitioner shall be released on anticipatory bail in the FIR captioned above subject to furnishing bonds to the satisfaction of the Arresting Officer, and if the matter is before a Court, then the concerned Court and due to unavailability before any nearest Ilqa Magistrate/duty Magistrate. Before accepting the surety, the concerned Officer/Court must be satisfied that if the accused fails to appear, such surety can produce the accused.
11. While furnishing a personal bond, the petitioner shall mention the following personal identification details:

1.	AADHAR number	
2.	Passport number (If available) and when the attesting officer/court considers it appropriate or	



	considers the accused a flight risk.	
3.	Mobile number (If available)	
4.	E-Mail id (If available)	

12. The petitioner is directed to join the investigation within seven days of uploading this order on the official webpage of the High Court of Punjab and Haryana and as and when called by the Investigator. The petitioner shall be in deemed custody for Section 27 of the Indian Evidence Act, 1872/ Section 23 of BSA, 2023. The petitioner shall join the investigation as and when called by the Investigating Officer or any Superior Officer and shall cooperate with the investigation at all further stages as required. In the event of failure to do so, the prosecution will be open to seeking cancellation of the bail. During the investigation, the petitioner shall not be subjected to third-degree, indecent language, inhuman treatment, etc.

13. The petitioner shall abide by all statutory bond conditions and appear before the concerned Court(s) on all dates. The petitioner shall not tamper with the evidence, influence, browbeat, pressurize, induce, threaten, or promise, directly or indirectly, any witnesses, Police officials, or any other person acquainted with the facts and circumstances of the case or dissuade them from disclosing such facts to the Police or the Court.

14. In case the Investigator/Officer-In-Charge of the concerned Police Station arraigns another section of any penal offense in this FIR, and if the new section prescribes a maximum sentence that is not greater than the sections mentioned above, then this bail order shall be deemed to have also been passed for the newly added section(s). However, suppose the newly inserted sections prescribe a sentence exceeding the maximum sentence prescribed in the sections mentioned above; then, in that case, the Investigator/Officer-In-Charge shall give the petitioner notice of a minimum of seven days, providing an opportunity to avail the remedies available in law.

15. This bail is conditional, and the foundational condition is that if the petitioner indulges in any non-bailable offense, the State may file an application for cancellation of this bail before the Sessions Court, which shall be at liberty to cancel this bail.

16. Any observation made hereinabove is neither an expression of opinion on the case's merits nor shall the trial Court advert to these comments.

17. A certified copy of this order would not be needed for furnishing bonds, and any Advocate for the Petitioner can download this order along with case status from the official web page of this Court and attest it to be a true copy. If the attesting officer wants to verify its authenticity, such an officer can also verify its authenticity and may



download and use the downloaded copy for attesting bonds.

18. **Petition allowed** in terms mentioned above. All pending applications, if any, stand disposed of.

(ANOOP CHITKARA)
JUDGE

14.01.2025
Jyoti II

Whether speaking/reasoned:	Yes
Whether reportable:	No.