



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-50783-2024
DECIDED ON: 09.10.2024

BUDHAN SINGH TANWAR AND OTHERS
.....PETITIONERS

VERSUS

STATE OF PUNJAB
.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Pratham Sethi, Advocate
for the petitioners.

Mr. Malkiat Singh, DAG, Punjab.

SANDEEP MOUDGIL, J (ORAL)

1. Relief sought

The jurisdiction of this Court under Section 482 of BNSS, 2023 has been invoked seeking the concession, for the grant of anticipatory bail to the present petitioners in FIR No.65 dated 23.05.2024, under Sections 406, 420, 465, 467, 468, 471, 120-B IPC 1860 registered at Police Station Cantt., Jalandhar, District Police Commissionerate, Jalandhar.

2. Prosecution story setup in the present case as per the version in the FIR as under:-

'In reference to application No. 843-P.T.O.O. Dated 25.04.2022 filed by Karnail Singh S/O Ganga Singh R/O House No. 113, Gupta Colony Kapurthala Road Jalandhar, Gurpreet Singh S/o Sh. Paramjeet Singh R/O Ward No. 17, Warre Road Budlada, District Mansa, Avtar Singh S/O Sh. Gurdial Singh R/O House No. 497, New Defence Colony, Jalandhar. To, The Commissioner of Police, Jalandhar. Sub: For

committing of Fraud of approximately Rs. 02 crore on the pretext of selling flat by Budhan Singh, Tanwar Singh sons of Hansraj, Geeta Tanwar W/O Sudhan Singh, Vinay Tanwar S/O Budhan Singh and Vinit Tanwar nephew Budhan Singh residents of Asola, Fatehpur Beri, New Delhi, Delhi. Sir, it is requested that we undersigned three persons are running business of property since long time. Our known Kuldeep Singh Rana S/O Sh. Dafedar Singh R/O House No. 471, Khudana District Saharanpur U.P. (90271-89601) and Amritpal Singh Mani, who is also running the work of property dealings. We used to inform each other about properties and used to deals with the properties. In the month of April 2022, Kuldeep Singh Rana and Amritpal Singh Mani got us met with Budhan Singh S/O Hans Raj R/O Asola, Fatehpur Beri, New Delhi at his house at New Delhi. Budhan Singh Tanwar had told us that he has 3 flats situated at village Asola, Tehsil Saket, New Delhi and he intends to sell those flats. After holding talk with him, we came back to Jalandhar and asked him to show the documents of the property. Thereafter they will make a deal with him. Thereafter, talk was held with him on his Mob. No. 97110-11013 and he took us into confidence while holding talk and started behaving with us like a family member. He said that he has to come to Punjab with his family as well as to visit Sri Harmandir Sahib at Amritsar, On dated 29.04.2022, he visited us in Punjab. We took Budhan Singh to the house of Avtar Singh at House No. 497, New Defence Colony, Jalandhar. Kuldeep Singh Rana and Amritpal Singh Mani were also present. All of us met with Budhan Singh and hold talk with him with regard to deal of property. He assured us that he will send the documents of the properties i.e., flat soon. He also said that flat is in so much demand as VVIP persons resides in this area. If we wants to purchase that flat, then we have to give him advance payment, so that he may not make any other deal of these flats. He took us into confidence, we believed him and given him cash amount of Rs. 2 Lakh in the presence of Kuldeep Singh Rana and Amritpal Singh Mani at the house of Avtar Singh at House No. 497, New Defence Colony, Jalandhar. Because this deal has been got made by

Kuldeep Singh and Amritpal Mani. On dated 29.04.2022, an amount of Rs. 1 Lakh was got transferred from the account of Avtar Singh in the account of Kuldeep Singh. Thereafter cash amount of Rs. 1 Lakh was given to Budhan Singh by Kuldeep Singh. We had entered into a deal of 3 flats with Budhan Singh @ Rs. 75 lakh per flat. He assured that he will enter into a written agreement to sell of 3 flats with us after completing the documents as well as will adjust the advance payment therein. It was also settled with Budhan Singh that an amount of Rs. 25 lakh will be paid in term of pakka paisa and an amount of Rs. 50 lakh will be given in cash per flat as one flat costs Rs. 75 lakh. Thereafter both the parties hold talk through phone and whatsapp. Budhan Singh called us to Delhi. On dated 08.05.2022, Avtar Singh and Kuldeep Singh Rana went to Delhi and met with Budhan Singh at his house. Avtar Singh given cash amount of Rs. 1 lakh to Budhan Singh in the presence of Kuldeep Singh. He said to us to make arrangement of remaining amount. They will executed agreement to sell very soon. He further said to make arrangement of Rs. 5/7 lakh within 3/4 days. Upon this, on dated 10.05.2022, both Karnail Singh and Gurpreet Singh went to the house of Budhan Singh at Delhi. Karnail given him cash amount of Rs. 4 Lakh to him at his house. Thereafter, at the asking of Budhan Singh, we had paid the amount in cash and through bank to him as per following details.

Date	Amount	Amount given by	Amount given to	Details of mode of payment cash/bank
11.05.2022	100000/-	Avtar Singh	Kuldeep Singh Rana	Cash
13.05.2022	300000/-	Karnail Singh	Geeta Tanwar W/O Budhan Singh	Transferred in account
18.05.2022	300000/-	Avtar Singh, Karnail Singh	Budhan Singh	In cash at his house at Delhi
20.05.2022	150000/-	Avtar Singh	Vinay Tanwar S/O Budhan Singh	Transferred in account
24.05.2022	100000/-	Avtar Singh	Geeta Tanwar W/O Budhan	Transferred in account

			Singh	
04.07.2022	500000/-	Karnail Singh	Geeta Tanwar W/O Budhan Singh	Transferred in account
13.07.2022	550000/-	Karnail Singh	Vinit Tanwar nephew of Budhan Singh	Transferred in account
05.08.2023	500000/-	Karnail Singh	Vinit Tanwar nephew of Budhan Singh	Transferred in account
06.08.2022	500000/-	Karnail Singh	Vinit Tanwar nephew of Budhan Singh	Transferred in account
11.08.2022	500000/-	Karnail Singh, Kuldeep Singh	Sent to Budhan Singh through Kuldeep Singh Rana	
27.09.2022	1000000/-	Karnail Singh	Vinit Tanwar s/o of Budhan Singh	Transferred in account
09.10.2022	2000000/-	Karnail Singh and Gurpreet Singh	Budhan Singh	In cash at the house of Karnail Singh at Jalandhar (On 08.10.2022, Budhan Singh along with his family visited Jalandhar and got booking at Ramada Hotel, copy of booking is being presented.) to Budhan Singh
10.10.2022	500000/-	Karnail Singh	Vinit Tanwar s/o Budhan Singh	Transferred in account
11.10.2022	500000/-	Karnail Singh	Vinit Tanwar s/o Budhan SIngh	Transferred in account
17.10.2022	3800000/-	Karnail Singh, Gurpreet Singh	Budhan Singh	In case to Budhan Singh (on dated 16.10.2022, Budhan Singh came along with his family in Jalandhar. His booking was done in Ramada hotel. I am presenting the copy of booking)
21.10.2022	2000000/-	Karnail Singh	Vinay Tanwar son of Budhan Singh	Transferred in account
06.11.2022	3400000/-	Avtar Singh and Gurpreet Singh	Budhan Singh	In case to Budhan Singh (on dated 05.11.2022, Budhan Singh along with his family came to Jalandhar and his booking was done in Ramada hotel. I am presenting the copy of booking)

07.11.2022	3000000/-	Karnail Singh	Budhan Singh	Given to Budhan Singh at the ancestral village Awan District Amritsar of Karanil Singh in the presence of Randhir Singh son of Tehal Singh resident of Awan District, Amritsar
28.12.2022	500000/-	Karnail Singh	Budhan Singh	In case to Budhan Singh in his house at Delhi.

The amount comes to Rs.2,02,00,000+800000: Total amount comes to Rs.2,10,00,000/-. It is clear that we have given the amount mentioned in the above said table in cash to Budhan Singh. We have given this amount to Budhan Singh by selling our properties. I am also presenting the copies of sale deeds. It is also made clear that on dated 07.11.2022, when Budhan Singh accompanied with Karnail Singh to his ancestral village Awan District Amritsar. While on return, Budhan Singh had written an agreement in English and the signatures of Karnail Singh were taken on the agreement and while on the way, copy of the agreement was given to Karnail Singh. Karnail Singh was not enough educated and he was not well versed with English, therefore he could not read out the agreement. Karnail Singh had placed his signatures having belief on Budhan Singh. When later on, we read out the agreement, we came to know that this agreement is only for one flat. Whereas our deal was settled with Budhan Singh for 3 flats. Later on, many times, we have visited the house of Budhan Singh in Delhi and said to him that under the deal, we have given you huge amount and now our flats be transferred to our names. But has pretended on one pretext or the other. We have doubt that he do not have any flat in Delhi. He has entered into a deal with us for 3 flats and he has got an amount of Rs. 2.10 Crore from us and therefore has committed fraud with us. It is requested that legal action may kindly be taken against Budhan Singh Tanwar son of Hans Raj, Gita Tanwar wife of Budhan Singh, Vinay Tanwar son of Budhan Singh and Vineet Tanwar nephew of Budhan Singh resident of Asola, Fatehpur Beri, New Delhi and justice be given.'

3. Contention

On behalf of the petitioner

Learned counsel for the petitioners has argued that the petitioners have been falsely implicated in this present case and the dispute involved in the present FIR is of civil nature which has been given a criminal colour by the complainant. He further contends that the entire dispute pertains to a contractual obligation and no criminal liability can, therefore, be fastened upon the petitioners.

On behalf of the State

Learned State Counsel appearing on advance notice on instructions from Investigating Officer vehemently opposes the prayer for grant of concession of anticipatory bail on the ground that the allegations against the petitioners are serious in nature and the custodial interrogation of the petitioners are required for recovery of the amount, therefore, prays for dismissal of the instant petition.

On behalf of the complainant

Mr. Pranav Handa, Advocate has put in appearance on behalf of the complainant and has filed Memorandum of Appearance, which is taken on record. He seeks dismissal of the instant petition on the ground that the petitioners along with other co-accused persons had cheated the complainant and duped Rs.2 Crore 10 lakhs from him. He further submits that the custodial interrogation of the petitioners are required as some documents regarding proposed deed are required to be recovered from them.

4. Analysis

Be that as it may, after given a thoughtful consideration to the submissions made by the counsel for the petitioners that the dispute involved

in the present FIR is of civil nature which has been given a criminal colour by the complainant, this Court finds no reason to deny the concession of anticipatory bail to the petitioners, wherein the petitioners have bona fide intentions and are willing to join the investigation and cooperate for furtherance of the same so that the final report can be submitted by the Investigating Agency within the stipulated time period.

5. **Decision**

In the light of above, the petitioners are directed to be released on anticipatory bail subject to their joining investigation with the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to his satisfaction. The petitioners shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS, 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 petitioners do not comply with the aforesaid direction of joining the investigation within a period of one week, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

09.10.2024

Poonam Negi

(SANDEEP MOUDGIL)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No