



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

CRM-M-2295-2022

Reserved on : 28.01.2025

Pronounced on : 31.01.2025

Sumer Singh Rana

.....Petitioner

Versus

State of Haryana and another

.....Respondents

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Argued by : Mr. Rakesh Nehra, Sr. Advocate with
Mr. Ankit Yadav, Advocate,
Mr. Chirag Kundu, Advocate,
Mr. Arjun Singh, Advocate and
Mr. Devesh Nehra, Advocate
for the petitioner.

Mr. Rajat Gautam, Addl. A.G. Haryana.

Mr. R.S. Rai, Sr. Advocate with
Mr. Deepkaran Dalal, Advocate,
Mr. Yoginder Rana, Advocate,
Ms. Rubina Virmani, Advocate and
Ms. Prachi Gupta, Advocate
for respondent No.2-complainant.

MANJARI NEHRU KAUL, J.

1. The petitioner in the instant petition is seeking the concession of anticipatory bail under Section 438 of the Cr.P.C. in case FIR No.189 dated 21.05.2020 under Sections 120-B, 384, 406, 420 of the Indian Penal Code, 1860, registered at Police Station Dabua, District Faridabad.

2. The petitioner, a developer and colonizer, is embroiled in a dispute with the complainant, Police Officer Multistate Co-operative Housing Society (hereinafter referred to as 'Society'). The dispute stems



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from a series of Memoranda of Understanding (MOUs) executed between the parties and pertains to allegations of non-performance of contractual obligations, including failure to obtain and transfer requisite Change of Land Use (CLU) approvals for land in question.

3. The factual matrix and submissions made by learned counsel for the parties are discussed hereinbelow:-

Factual background

(1) Chronology of MOUs:-

(a) The first MOU was executed in 2007, wherein the petitioner agreed to transfer 15 acres of land to the complainant for residential development;

(b) A subsequent MOU in 2008 enhanced the area to 20 acres;

(c) The third and final MOU, dated 24.09.2011, consolidated the terms of the earlier agreements and recorded a final settlement, specifying the transfer of 18.396 acres of land.

(2) Salient Terms of the Final MOU:-

(a) Clause 8 of the MOU stipulated that the petitioner retained no right over amenities such as the school site, clubhouse, or other facilities on the land.

(b) The complainant was to receive the entirety of the agreed-upon Floor Space Index (FSI) and other entitlements upon payment of a specified sum.

(c) The MOU also recorded the transfer of fixed deposits in favour of the complainant as part of the settlement.

(3) Emergence of disputes:-



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(a) The complainant alleged that the petitioner failed to fulfil critical obligations under the MOU, including obtaining CLU and other statutory approvals, thereby jeopardizing the development project.

(b) The petitioner, on the other hand, contended that the complainant forged his signatures on applications for licence renewal and failed to adhere to regulatory requirements, leading to the cancellation of General Power of Attorney (GPA) granted to the complainant.

(4) Civil Litigation:-

(a) Both parties have initiated civil proceedings regarding the revocation of the GPA and the associated disputes under the MOU, which are presently pending before the appropriate forums.

Submissions on behalf of the petitioner

Learned senior counsel for the petitioner has made the following submissions:-

(1) That the dispute is contractual and civil in nature, arising solely from alleged breaches of the MOU. The complainant has intentionally tried to give a twist to the civil dispute between the parties into a criminal colour, to exert undue pressure on the petitioner.

(2) That pursuant to the orders of this Court dated 24.02.2022, the petitioner has joined the investigation on multiple occasions and has fully cooperated with the investigating agency.

(3) That the case of the prosecution hinges entirely on documentary evidence, which has already been collected by the investigating agency. Therefore, the petitioner's custodial interrogation



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would not be required.

(4) Furthermore, the denial of a Completion Certificate by the Department of Town and Country Planning (DTCP) is unrelated to the petitioner. As per the report submitted by the District Town Planner dated 27.05.2024, the reasons for denial pertain to construction violations by the complainant, including the construction of three additional towers beyond permissible limits.

(5) That since the petitioner has no access to the relevant documents, he cannot tamper with evidence in case he is enlarged on anticipatory bail. Moreover, his bonafides are evident from his voluntary participation in the investigation.

Submissions on behalf of the complainant

Per contra, learned senior counsel for the complainant has vehemently opposed the prayer and submissions made by the counsel opposite, by contending as follows:-

(1) That the failure by the petitioner to obtain CLU and statutory approvals has caused irreparable harm to the complainant, rendering it unable to secure a Completion Certificate and jeopardizing the interest of families residing in the developed flats.

(2) That the petitioner's unilateral cancellation of the GPA, without notice, has left the complainant in a precarious position. The complainant, acting under the GPA, had legitimately sought renewals of the licence, but the petitioner created obstruction by levelling allegations of forgery; the allegations of forgery levelled by the petitioner and all actions were undertaken pursuant to the validly



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executed GPA.

(3) That significant public interest is at stake, with over 500 families residing in the developed flats. Hence, the defaults made by the petitioner has directly impacted the rights and amenities of the families living in the Society.

Submissions on behalf of the State

(1) Learned counsel for the State has, on instructions, not disputed that the petitioner has joined investigation on multiple occasions, and all requisite documents have been collected. It has also been submitted that the investigation is complete, and a final report is ready for submission before the learned Trial Court. In support, learned State counsel has also drawn the attention of this Court to the averments made in the affidavit of Rakesh Kumar Arya, IPS, Commissioner of Police, Faridabad, dated 05.09.2023. It has still further been submitted by the learned State counsel on instructions that given the documentary nature of the case, the custodial interrogation of the petitioner is not required. It has also not been disputed that the allegations levelled in the FIR in question primarily pertain to contractual defaults.

4. I have heard learned counsel for the parties and perused the relevant material on record.

5. *Prima facie*, the dispute between the parties is primarily contractual and civil in nature, arising from obligations under the MOUs. The allegations in the FIR, though serious, appear to have their genesis in the broader contractual disagreements between the parties.

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6. The petitioner has complied with the directions of this Court dated 24.02.2022, joined the investigation and fully cooperated with the investigating agency, which fact has also been confirmed by the learned State counsel, who has further submitted that all the relevant documents have been collected by the investigating agency, and the investigation is now complete.

7. Given the nature of the allegations and the availability of the documentary evidence, the custodial interrogation of the petitioner is neither necessary nor would be justified.

8. In the facts and circumstances as enumerated hereinabove, this Court deems it fit to extend the extraordinary concession of anticipatory bail to the petitioner. Accordingly, the instant petition is hereby allowed and interim order dated 24.02.2022, is made absolute subject to the conditions laid down in Section 438(2) of the Cr.P.C./482(2) of the BNSS.

9. However, it is made clear that anything observed hereinabove shall not be construed to be an expression of opinion on the merits of the case.

31.01.2025

Vinay

**(MANJARI NEHRU KAUL)
JUDGE**

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