



106 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-7944-2025

Date of Decision:11.02.2025

ASHA GUPTA AND OTHERS

...Petitioners

Vs.

STATE OF PUNJAB

...Respondent

CORAM:- HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Mansur Ali, Advocate and
Mr. Tushaar Madaan, Advocate
for the petitioners.

Mr. Jaspal Singh Guru, AAG Punjab.

Mr. Onkar Singh Batalvi, Advocate and
Mr. Damanjeet Singh Batalvi, Advocate
for the complainant.

SANDEEP MOUDGIL, J. (Oral)

1. **Relief sought**

The jurisdiction of this Court has been invoked under Section 482 of BNSS, 2023 for grant of anticipatory bail in FIR No.0022 dated 27.01.2025 under Section 318(4), 61(2) of the Bharatiya Nyaya (BNS), Sanhita 2023, registered at Police Station City, Sangrur, District Sangrur.

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

"Statement of Salim Khan is son as of Budh Ram resident of Sangrur M. No. 98720-40139. Stated that I above said address. am a resident of Naresh Kumar Jain son of Kaur zen resident of thru Gate, Sangrur had entered into an agreement to purchase one constructed house measuring 230 square yards, which is bounded as underr East 53 house of Mangat Ram and Street, West 11 x 3 curve and curve and 11 x 6 and 12 x11 and 14 Baldev Krishan and



36 x 6 Baldev Saini, situated in Delhi Mandir Wali Gali, Nabha Gate, Sangrur, with Asha Arora, Usha Arora and her husband Varinder Kumar and with the consent of Vinod Kumar for a sum time, Asha of Rs. 22,00,000/-. Arora, Usha Arora At that aforesaid were residing in 184 square yards out of constructed 230 square yards and were owners of remaining site and above said Usha Arora is power of attorney holder of their share of land. All of them had assured me and my family that they will give possession of 230 square yards of the above said house to me at the time of execution of sale deed. That above said Usha Arora and Asha Arora had assured me that as per above said agreement, after taking the money and by giving possession of above said constructed house, they will be bound to get executed the sale deed and in case there in any type of legal defect regarding property. then accused shall be responsible angle. above said from every That as per above said agreement and assurance given by them, I had given Rs. 4,00,000/-Arora and they to Asha Arora had assured and Usha me that possession of above said constructed house 230 square yards will be given to me prior to execution of sale deed and above said accused executed 2 sale deeds said constructed house of above measuring 230 square yards in favour of my wife Rahisha Bano vide Deed No. 2023-24/128/1/414 dated 28.04.2023 and deed No. 2023-24/128/1/446 dated 02.05.2023. That after execution of above said sale deeds, when I and my family started raising construction from South side i.e side of Baldev Krishan, then above said Raju Vohra, his sister Mamta and his chacha Bittu started stopping us and as per them, they were stating that it is street. When I showed the sale deeds to above said Vohra etc., they clearly said that they do not admit those sale deeds, nor they will allow construction of house. In this regard, above said Raju Vohra has filed a civil suit in Iwarned District Court, Sangeur. When I talked to Asha Arora, Usha Aroray Varinder Kumar, Vinod Kumar aforesaid in this regard, they all said that they have taken the money and have executed the sale deeds and now it is for us to see or Raju Vohra etc and they have no concern. That when I came to know that above said Vinod Kumar, Varinder Kumar and Raju Vohra are relatives, then along with family members went to shop of above said Vinod Kumar and Varinder Kumar was also present



there and I requested that we have given the money as per agreement and Raju Vohra is your relative and either they should give possession of above said constructed house or ask Raju Vohra not to stop us from raising construction of house and to withdraw the suit filed in court, so that we may raise construction of Firstly, above said Varinder Vinod Kumar did not care a our house. Kumar and fig and then later, above said all accused with their common intention said that they were to commit cheating with us and have done so and we should take whatever action we muld take and we could cause no harm to theme and that they have approach to hian-ups and it we initiated any action, then they will grab the remaining portion of the house also. As such, above accused, with their common intention, took total amount as per agreement and did not give complete possession of constructed house above said measuring 230 square yards and all of them with their common intention, have committed cheating with us and after filing false suit against us, want to grab more money. On the other hand, they are issuing threats family. In case we suffers any loss then above to or our life to our family member and property, said person shall be responsible. Therefore, on the basis of above said facts, FIR under appropriate sections be registered against above said persons and justice be imparted to Our life and property be protected.

3. **Contention**

On behalf of the petitioners

Learned counsel for the petitioners contends that the petitioners have been falsely implicated in the present case as the dispute is purely of civil nature being given a criminal colour. He further submits that petitioners has got two sale deed executed in favour of the complainant and the dispute is only regarding the area of 5.75 sq. yards only. He further submits that there is also a delay of 1 ½ years as the sales deeds are dated 28.04.2023 and 02.05.2023 and the instant FIR is just an afterthought to harass the petitioners. He further submits that petitionersno.3 is not even



related to the dispute.

On behalf of the State

Learned State Counsel appearing on advance notice, on instructions from the Investigating Officer, did not oppose the instant petition as the dispute is purely of civil nature and the dispute is only regarding 5.75 sq. yards of land.

4. **Analysis**

Be that as it may, after giving a thoughtful consideration to the submissions as made by counsel for the parties and considering the fact that no fruitful purpose would be served by sending the accused behind the bars, as the dispute is purely that of a civil nature and the dispute is regarding 5.75 sq. yards of land, as such, this Court finds no reason to deny the concession of anticipatory bail to the petitioners as he is ready and willing to join the investigation to cooperate with the investigating officer for furtherance of the investigation.

5. **Decision**

In the light of above, the petitioners are hereby 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 does not comply with the aforesaid direction of joining the investigation within one week, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands disposed off.

(SANDEEP MOUDGIL)
JUDGE

11.02.2025

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