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(207)

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-9042-2025

Date of Decision: 02.09.2025

GURMEET SINGH

... Petitioner

Versus

STATE OF HARYANA

...Respondent

CRM-M-10842-2025

NACHHATER SINGH

... Petitioner

Versus

STATE OF HARYANA

...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr.Manjeet Singh Saini, Advocate
for the petitioner in CRM-M-9042-2025.

Mr. Gaurav Datta, Advocate with
Mr. Vaibhav Narang, Advocate
for the petitioner in CRM-M-10842-2025.

Mr. Viney Phogat, DAG, Haryana.

Mr. Surender Singh, Advocate
for the complainant in both the petitions.

JASJIT SINGH BEDI, J.

This order shall dispose of two petitions bearing No.CRM-M-9042-2025 titled as Gurmeet Singh Versus State of Haryana and CRM-M-10842-2025 titled as Nachhater Singh Singh Versus State of Haryana as the

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same are arising out of the same FIR. However, for the sake of convenience the facts have been taken from CRM-M-10842-2025.

2. The prayer in the present petitions under Section 482 BNSS, 2023 is for the grant of anticipatory bail in case bearing FIR No.195 dated 12.12.2024 registered under Sections 318(4), 351(3), 61(2) of BNS, 2023 at Police Station Shahzadpur, District Ambala.

3. The present case has been registered on the complaint of Inderpal Singh son of Lakhbir Singh resident of House No. 871, near BSF Camp, Sector 91, Mohali against the petitioners and other co-accused after due inquiry conducted by the EOW Cell, Ambala on complaint No. 5109-Pw dated 22.11.2024 vide their report dated 10.12.2024. The contents of the FIR are as under:-

*“To, Respected Superintendent of Police, Ambala Subject:
Application against accused No1 Nachhater Singh (Mobile No. 9671364600), No. 2 Sukhwinder Singh son of Shri Jaswant Singh, No. 3 Angrejo Devi wife of Shri Jaswant Singh, all residents of village Kakd Mazra Tehsil Naraingarh District Ambala, No. 4 Amit Kumar (Mobile No. 80597-44161), No. 5 Rajesh Grover (Mobile No. 98880- 80802, 95010-01034), No. 6 Rinku Singh and No. 7 Davinder Singh, regarding cheating and fraud by luring to earn money and conspiring among themselves to extort money from me, the applicant, and threatening to kill me. Sir, I am Inderpal Singh son of Shri Lakhbir Singh resident of House No. 871, near BSF Camp, Sector 91, Mohali, I am a permanent resident of Mohali. I am in the business of construction and property dealing.1 That when I, the applicant, was sitting in my office which is in Sector 91, Mohali, an old acquaintance of mine named Rajesh Grover brought a person with him who told his name as Amit Grover who said that he is a resident of Ambala and after sitting for some time, Rajesh*



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Grover lured me by saying that Amit Kumar is my friend who does property dealing business and he has a land near Ambala which is up for sale at very cheap rates for which he also has a customer, if you invest some money on our advice and book this land, then we will sell this land at a higher price in future, which will give you good profit. 2 That on the advice of the above mentioned Rajesh Grover and Amit, I went with them to see the land and there Rajesh Grover and Amit introduced me to a person named Nachhatar Singh who told me that I have 7 acres of land here which I want to sell and he also showed the Jamabandi related to the land and in that Jamabandi, the name of Nachatar Singh was also there. After inspecting the above mentioned land, on the advice of the above mentioned Amit Kumar, I gave Rs. 5 lakh as token and asked for some time to give written advance. 3 That after that the accused Amit Kumar and Rajesh Grover introduced me to another person named Davinder Singh who came to Sector 10 Panchkula in his Fortuner car and Amit said that he is the buyer of the above mentioned land who will give a good price for the said land due to which you will get good profit and I will also make money and Davinder also told us that I need land to set up an industry. 4 That after which I executed the agreement of sale deed of the above mentioned land on 05.08.2024, whose stamp paper of Rs 101 was got issued by Nachhater Singh. This was between Nachhater Singh and me and Amit was also present on the spot. The deal for this land was fixed at Rs 2 crore 21 lakh per acre, which meant that the total price of 7 acres of land was fixed at Rs 15 crore 47 lakh. On the spot we deposited Rs. 10 lakh, out of which RTGS of Rs. 5 lakh was done by Hanish Kumar, who was also a witness in this agreement of sale and Rs. 5 lakh was done through RTGS from my account and Rs. 20 lakh was given in cash, of which I also made a video on the spot, in which Nachatar Singh, his aunt's son Rinku Singh and Amit Kumar were present on the spot and were counting the money given by the applicant, in which the transaction of money is also shown. After the above agreement/receipt i.e. agreement for sale, when I got the



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papers and jamabandi of the above land, I found out that the papers which Nachhater Singh had shown me earlier were fake papers and in them Nachhater Singh had shown himself as the sole owner and occupant and in the original papers, there was less land at the spot. When I told this to Amit Kumar and Rajesh Grover, both of them came to my office and by luring me, mentally controlled me and got another meeting fixed with Nachhater Singh, which was on 09.08.2024 in Kakar Majra itself, when Amit Kumar had already made a deal with Nachhater Singh, on reaching the spot, Nachhater Singh said that I had shown you wrong documents earlier, my mother and my younger brother are also partners and occupants of this land along with me. We tear the old surety and make a new one, since my 35 lakh rupees were stuck with Nachhater Singh and others, I got convinced by their words and made an agreement again which was done on 09.08.2024, whose stamp paper was also purchased in the name of Nachhater Singh, in which Nachhater Singh, Sukhwinder Singh, who is the younger brother of Nachhater Singh and his mother Angrejo Devi were also included. After which we got a new agreement (SAI) written in which it was mentioned that a new surety will be written again on 15.08.2024 in which 25 percent more amount will be paid and some other conditions were also written in it like if the surety of the said land is not written or the registration of the said land is not done, then the surety will be returned after doubling it and no deal has been done in lieu of the said land before. And during this time the above accused asked for time to get the signature of their mother Angrejo Devi in which Amit Kumar also assured that we will get the signature of their mother soon and you arrange for the remaining amount. On my repeated requests the above mentioned Nachhater Singh and his brothers Sukhwinder Singh and Amit did not get the signature of their mother Angrejo Devi on the above mentioned receipt for which I tried to contact them through messages, phone, voice messages and Whatsapp but no one responded. When I requested Amit Kumar about this, he also stopped picking up my phone and after a few



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days he switched off his phone. After this I went to Kakad Majra where I came to know that the above mentioned persons are people of criminal nature who have cheated many people earlier also in the name of land mortgage and selling the land further on mortgage. Regarding which I tried to contact the said Amit Kumar but he did not give any satisfactory answer. After which I met Rajesh Grover at his house which is in Sector 44 Chandigarh and asked him to find out the whereabouts of Amit. He assured me but later he also stopped picking up my phone. When I went to Kakar Majra again with my friend Hanish Kumar to meet the above mentioned culprits and ask for my money, I met Nachhater Singh and his brother there who refused to even recognize me and my friend and abused us a lot and even raised his hand on us and said that if you come here again, I will get you killed. I have connections at very high places, then I saved my life and came away from there. These people cheat innocent people in the name of getting them land. These people have cheated me also in the name of getting me land. They have attacked me earlier also and now I am in danger that they can attack me and my family with deadly weapons and can cause any harm. I have also saved voice recordings, video recordings and other chats of the above mentioned persons in my phone, which is strong evidence against the above mentioned persons. Hence, I request you to take strict legal action against the above mentioned persons and expose the above mentioned gang as early as possible so that the above mentioned persons cannot cheat anyone in future and my life and property of my family should be protected because the above mentioned persons have hatched a criminal conspiracy in connivance and have defrauded me of a total amount of Rs. 35 lakhs. It would be a great kindness if you get my total amount of Rs. 35 lakhs returned to me. SD INDERPAL SINGH Applicant Inderpal Singh son of Lakhbir Singh resident of House No. 871 Near BSF Camp, Sector 91, Mohali (Punjab) Mobile No. 9876555550, 9815962420. Hence, the present case FIR No. 195 dated 12.12.20 under sections 318(4), 61(2), 351(3) BNS 2023 was registered at

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Police Station Shahzadpur. Thereafter, the investigation of the case has been carried out by local police.”

4. On 17.12.2024, the IO collected the bank account statement of accused-petitioner Nachhater Singh (petitioner in CRM-M-10842-2025) bearing account No. 81010100054545 from Sarv Haryana Gramin Bank and the above account was got freezed as an amount of Rs. 2,67,052/- was found deposited in the account. On examination of the account statement it has been found that on 05.08.2024, an amount of Rs. 10,00,000/- had been deposited in his account through RTGS.

5. During investigation, the complainant stated in his supplementary statement that accused Amit Kumar was also known as Gurmeet Singh (petitioner in CRM-M-9042-2025) son of Sh. Krishan Dayal, resident of Haripur, Panchkula Haryana.

6. As per the complaint and the Bank Account statement of accused Nachhater Singh, it has been found that all the accused named in the FIR including the petitioners allured the complainant and have cheated him of an amount of Rs. 35 lakhs on the pretext of sale of their land. The accused-petitioner Nachhater Singh received Rs.10,00,000/- in his bank account and a further amount of Rs.25,00,000/- in cash from complainant Inderpal Singh and thereby all the accused in connivance with each other have cheated the complainant of an amount of Rs. 35,00,000/- by executing a false agreement for sale by accused-petitioner Nachhater Singh who was not the owner of the entire land. However, he later admitted that his brother and mother were also co-owner of the disputed land. Thereafter, another agreement for sale was

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executed on 09.08.2024 but the same was also not got signed from his mother Angrejo Devi (co-owner), who later on died on 26.09.2024.

7. Petitioner-Nachhater Singh is specifically, named in FIR who has received Rs. 35,00,000/- from the complainant in connivance with the other co-accused petitioner-Amit Kumar @ Gurmeet Singh who is a friend of the complainant's friend Rajesh Grover and is property dealer. Both Amit Kumar @ Gurmeet Singh and Rajesh Grover in connivance with co-accused Sukhwinder Singh brother of Nachhater Singh, Rinku Singh and Devinder Singh allured the complainant for the purchase of land of Nachhater Singh at a higher rate. The accused cheated the complainant in connivance with each other and introduced the main accused Nachhater Singh with the complainant and showed the piece of land of accused-petitioner Nachhater Singh to be sold to the complainant and the complainant has paid Rs. 35,00,000/- to accused-petitioner Nachhater Singh. Furthermore, as per allegations Amit Kumar @ Gurmeet Singh also assured the complainant that he would get the signature of the mother of co-accused-petitioner Nachhater Singh soon and asked the complainant to make arrangement for the remaining amount.

8. The learned counsels for the petitioners contend that the petitioners have been falsely implicated in the present case. A purely civil dispute has been converted to the instant FIR. The case is based on documentary evidence and therefore, their custodial interrogation is not required. As the petitioners are ready and willing to join investigation, they are entitled to the concession of anticipatory bail.



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9. On the other hand, the learned State counsel along with the learned counsel for the complainant contends that the petitioners in connivance with their co-accused received a sum of Rs.35 lakhs from the complainant on the pretext of executing a sale deed. It was found that Nachhater Singh (petitioner in CRM-M-10842-2025) was not the owner of the land and he admitted that his brother and mother were co-owners. Another agreement to sell was executed on 09.08.2024 but the same was also not got signed from Angrejo Devi (co-owner) and mother of petitioner-Nachhater Singh who later on died on 29.06.2024. The petitioner-Gurmeet Singh @ Amit Kumar is the property dealer who introduced the complainant with Nachhater Singh, the owner of the land and facilitated the transaction between Nachhater Singh and the complainant. Therefore, the offence stands *prima facie* established. Further, petitioner-Gurmeet Singh @ Amit Kumar, he is an accused in FIR No.16 dated 12.01.2023 U/s 406, 420, 120-B IPC P.S. Zirakpur District SAS Nagar. They thus contend that the petitioners are not entitled to the concession of anticipatory bail.

10. I have heard the learned counsel for the parties.

11. The Hon'ble Supreme Court in the case of ***Sumitha Pradeep Vs. Arun Kumar C.K. & Anr.*** 2022 Live Law (SC) 870 held that merely because custodial interrogation was not required by itself could not be a ground to grant anticipatory bail. The first and the foremost thing the Court hearing the anticipatory bail application is to consider is the *prima facie* case against the accused. The relevant extract of the judgment is reproduced hereinbelow:-



“It may be true, as pointed out by learned counsel appearing for Respondent No.1, that charge-sheet has already been filed. It will be unfair to presume on our part that the Investigating Officer does not require Respondent No.1 for custodial interrogation for the purpose of further investigation.

Be that as it may, even assuming it a case where Respondent No.1 is not required for custodial interrogation, we are satisfied that the High Court ought not to have granted discretionary relief of anticipatory bail.

*We are dealing with a matter wherein the original complainant (appellant herein) has come before this Court praying that the anticipatory bail granted by the High Court to the accused should be cancelled. To put it in other words, the complainant says that the High Court wrongly exercised its discretion while granting anticipatory bail to the accused in a very serious crime like POCSO and, therefore, the order passed by the High Court granting anticipatory bail to the accused should be quashed and set aside. **In many anticipatory bail matters, we have noticed one common argument being canvassed that no custodial interrogation is required and, therefore, anticipatory bail may be granted. There appears to be a serious misconception of law that if no case for custodial interrogation is made out by the prosecution, then that alone would be a good ground to grant anticipatory bail. Custodial interrogation can be one of the relevant aspects to be considered along with other grounds while deciding an application seeking anticipatory bail. There may be many cases in which the custodial interrogation of the accused may not be required, but that does not mean that the prima facie case against the accused should be ignored or overlooked and he should be granted anticipatory bail. The first and foremost thing that the court hearing an anticipatory bail application***



should consider is the prima facie case put up against the accused. Thereafter, the nature of the offence should be looked into along with the severity of the punishment. Custodial interrogation can be one of the grounds to decline custodial interrogation. However, even if custodial interrogation is not required or necessitated, by itself, cannot be a ground to grant anticipatory bail.

12. As per the allegations Amit Kumar @ Gurmeet Singh property dealer along with Rajesh Grover lured the complainant to purchase land near Ambala which was purportedly owned by Nachhater Singh. Amit Kumar @ Gurmeet Singh and Rajesh Grover introduced the complainant to Nachhater Singh. On the advice of Amit Kumar @ Gurmeet Singh the complainant agreed to purchase land. Then Amit Kumar @ Gurmeet Singh introduced the complainant to one Devinder Singh who masqueraded as a purchaser of the land. Both Nachhater Singh and Amit Kumar @ Gurmeet Singh were seen counting money given by the complainant in a video made by the complainant. Petitioner-Nachhater Singh who was only a part owner of the land in connivance with petitioner-Gurmeet Singh alias Amit Kumar and other accused cheated the complainant of a sum of Rs.35 lakhs on the pretext of sale of land of Nachhater Singh. However, Nachhater Singh was not the owner of the entire land as admitted by him. A subsequent, agreement was entered into but once again Nachhater Singh, did not execute the sale deed as he did not obtain signatures of his mother Angrejo Devi, a co-owner who later on expired. Quite apparently, the offence stands *prima facie* established.

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Further, the investigation is to be taken to its logical conclusion for which the custodial interrogation of the petitioners is certainly necessary.

13. In view of the aforementioned discussion, I find no merit in the present petitions. Therefore, the same stand dismissed.

14. However, the observations made hereinabove are only for the purposes of deciding these bail petitions and the Trial Court is free to adjudicate upon the matter on the basis of the evidence led before it uninfluenced by any such observations made herein.

(JASJIT SINGH BEDI)
JUDGE

02.09.2025**JITESH**

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