IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-9961-2025
Reserved on: 18.03.2025
Pronounced on: 28.03.2025

Gurmeet Singh Sarkaria ...Petitioner

Versus

State of Punjab …Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Satbir Singh, Advocate
for the petitioner.

Mr. Akshay Kumar, A.A.G., Punjab.

Ms. Isha Goel, Advocate
for the complainant.

****

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
176	05.09.2024	Kamboj, Amritsar Rural	420, 465, 467, 468, 471, 120-B 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 12 of the bail petition, the accused declares that he has no criminal antecedents.

3. The facts and allegations are taken from the translated copy of the FIR attached to the bail petition, which reads as follows:

> *"Contents of application No. 1862-PGD dated 12.8.2024, To The Senior Superintendent of Police, Amritsar Rural. Subject: Application against 1. Ranjit Singh son of Gurmit Singh, resident of Village Jethuwal, District Amritsar; 2. Gurmit Singh son of Harbhajan Singh, resident of Village Jethuwal, District Amritsar, 3. (not known) wife of Ranjit Singh, for committing fraud to the tune of Rs.9.09 Crore, Rs. 45 lac & Rs. 5 Crore, total amounting to Rs. 14.45 crore on the pretext of providing land deal. Sir, It is humbly requested that we, Kwality Pharmaceutical Ltd., 6th Milestone, Near Village Naag Kalan, Majitha Road, Amritsar, through Ramesh Arora, Managing Director, Kwality Pharmaceutical Ltd., Majitha Road, Amritsar, do hereby*

humbly request as follows:-1.That Kwality Pharmaceutical Ltd. is indulged is Drug manufacturing business. In year 2021, our company decided to purchase some land for sake of its business. In this connection, both the said accused told our company that they are having links in Amritsar district and influence in Village Jethuwal, Malluwal and surrounding areas. They further assured to bring single tak (portion) of land to Kwality Pharmaceutical Ltd. by getting registered sale deeds in favour of the company. In this connection, the company authorised one Neel Mani Khemka son of Sarwan Kumar, resident of 361-A, Mall Road, Amritsar for entering into an agreement/M.O.U. with Ranjit Singh. The said M.O.U. (Memorandum of Understanding) entered into between said Ranjit Singh & Kwality Pharmaceutical Ltd. through Neel Mani Khemka on 28.2.2021. 2. That according to said M.O.U., the said accused agreed to bring land bearing Rectangle No.25//26, 27, 39, 40, 42, 57 measuring 50 acres at Village Jethuwal @ Rs.40 lac per acre and also received a sum of Rs. 9 lac in cash & Rs. 21 lac vide Cheque No.000861 dated 28.9.2021 and got transferred the same amount to their account on same day. Apart from that, the accused got transferred a sum of Rs.9.09 Crore to their account by way of Bank transfer from time to time. Similarly, accused No. 2, in connivance with accused No. 1, entered into an agreement to sell with company on 10.11.2021 in connection with land measuring 108 Kanal 7 Marla. In this connection, said Gurmit Singh got transferred a sum of Rs. 45 lac. In this connection, accused No. 1 Ranjit Singh issued two Post-dated cheques, bearing Cheque No.007520 dated 24.9.2022 for Rs.8,85,58,500/-, payable at Axis Bank and Cheque No. 007516 dated 26.9.2022 for Rs. 5 Crore, payable at Axis Bank, in favour of Kwality Pharmaceutical Ltd. 4. That no land purchased in the name of company by both the said accused, rather they grabbed money, paid by the company and fled away. The cheques, issued by said accused, presented by the company in its account, on which, the same dishonoured on account of insufficient balance. On this, a court case filed by the company, however accused Ranjit Singh didn't come present before Ld.Court. On this, accused Ranjit Singh is declared Proclaimed offender by Ld. Court of Smt.Neelam, J.M.I.C. on 12.6.2024. 5. That whenever the company transferred funds to account of said accused, said accused Ranjit Singh kept on transferring the funds to account of his wife as well as that of Nakash Film Production Company. Later, it came to know that said accused Ranjit Singh has invested huge amount in said Nakash Film Production Company and he has become Producer of Punjabi Film 'Cheta Singh'. 6. That the said accused, in connivance with each other, have grabbed the funds of company and are hiding themselves. It is, therefore, humbly requested that in view of above noted facts & circumstances, an F.I.R. for committing fraud may be registered against all the said three accused and due legal action may be taken in the matter. We will be thankful to you. Sd/ Kwality Pharmaceutical Ltd."

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

5. Counsel for the petitioner submits that petitioner is a senior citizen and not signatory to MOU. The main accused is Ranjit Singh and not the petitioner. The amount had gone to the petitioner's account because Ranjit Singh was his son who was operating the account. Petitioner does not utilize single penny for his use. The dispute is purely of civil nature. Nothing has to be recovered from the petitioner, as such custodial interrogation is not required.

6. The State's counsel opposes bail and refers to the status report.

7. It would be appropriate to refer to the following portions of the status report, which read as follows:

> *"2. That the instant FIR pertains to fraud of approximately 19 crores that was committed by the Petitioner in connivance with his family members who are co-accused in the instant case. The FIR was registered on the Complaint of one Sunny Kumar on behalf of M/s Kwality Pharmaceuticals on the allegations that a Memorandum of Understanding was signed between Ranjit Singh (son of the Petitioner) and the Company on 28.9.2021 in front of the Petitioner as well as the other co-accused wherein it was agreed by the said Ranjit Singh that he would bring land admeasuring about 50 acres at Village Jethuwal to the Company. However out of the same only 22 acres 9 Marlas were transferred in the favour of the Company. It is further mentioned in the Complaint that after winning the trust of the Company, the accused persons with an intention to cheat them assured them that they would bring more land than the MoU which will result in profit to the Company and another Agreement was entered into. The accused persons in connivance with each other as well as various authorities prepared various Agreements to Sell for a total land measuring 82 acres 2 Kanals and while showing the same to be genuine to the Company received cash payment regarding which separate entries were made in the Agreement with the Company, the total value of which comes to Rs. 13.80 crores and moreover an amount of Rs. 6,73,88,500/- has been transferred into the Bank Account of Ranjit Singh and money from the Company has been transferred in the Account of the Petitioner as well.*
>
> *ROLE OF THE PETITIONER*
>
> *3. That the role of the Petitioner as per the FIR is that he was a party to the complete fraud being committed by his son with the Company as he was present at the time of the execution of the MoU as well as the Agreement with the Company & money has been transferred directly from the Account of the Company to the Account of the Petitioner. The cash was given by the Company to the present Petitioner & his son in his house as well and he even went to the extent of showing the land to the persons of the Company to make them believe in the entire fraud. Hence, it is clear from the bare reading of the FIR as well as from the bank statements of the Petitioner that the Petitioner has been actively involved in the fraud committed with the Company and has played a vital role in the same."*

8. An analysis of the pleadings would lead to the following outcome. There is prima facie evidence that the land did not belong to the persons in whose name it was mentioned in the agreement and it was a planned conspiracy to cheat the complainant. Needless to say that the complainant's allegations that the money was paid in cash is also not ruled out because in this part of region, whenever land transactions take place it would be rarely in all white and mostly the deals have element of undeclared cash in it and even the State governments and Central Governments are all well aware of it. The complainant case is also that the cash was deposited by the petitioner in his account and in his wife and son account. The allegations and the investigation did point out about petitioner's malicious intent and total fraud being played upon complainant party because by entering into MOU which could not have been given effect and intention was to take money. It is not civil dispute which has been argued but fraud of Rs.19 crores has been committed by the accused against complainant for which custodial is required to unearth the beneficiaries where money has been hidden and petitioner is not entitled to anticipatory bail.

9. A perusal of the bail petition and the documents attached primafacie points towards the petitioner's involvement and does not make out a case for anticipatory bail. The impact of crime would also not justify anticipatory bail. Any further discussions will likely prejudice the petitioner; this court refrains from doing so.

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

11. **Petition dismissed**. All pending applications, if any, are disposed of.

(ANOOP CHITKARA)
JUDGE

28.03.2025
Jyoti Sharma

Whether speaking/reasoned: Yes
Whether reportable: No.