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

201

CRM-M-10356-2025

Decided on:11.09.2025

Amit Bansal

...Petitioner

Versus

State of Haryana

...Respondent

Coram : Hon'ble Mr. Justice Rajesh Bhardwaj

Present: Mr. Karan Monga, Advocate,
for the petitioner.

Mr. Sumit Jain, Addl. A.G., Haryana.

Mr. U.K. Agnihotri, Advocate,
for the complainant.

Rajesh Bhardwaj, J.

1. Prayer in the present petition, filed under Section 482 of the BNSS, 2023, is for grant of anticipatory bail to the petitioner in a case FIR No.8 dated 13.01.2025, registered under Sections 318(4), 308(2), 61(2) of the BNS, 2023, at Police Station Sector-7, Panchkula, District Panchkula.

2. Succinctly, the facts of the case are that the present FIR was registered on the complaint of Deepak Kumar, in which it was alleged that he had entered into an agreement to sell dated 04.07.2024 with Amit Mittal for himself and also as GPA of his wife Shinu Mittal. It was alleged that Amit Mittal and Shinu Mittal were the owners of House No.198, Sector-25, Panchkula and they agreed to sell the same to the complainant vide agreement to sell dated 04.07.2024 for a total sale consideration of Rs.3 crores, which included the mortgage amount of Union Bank of India, with which the house in question was mortgaged by both the accused. The agreement to sell dated 04.07.2024 was signed by Amit Mittal on behalf of himself and as GPA holder of his wife Shinu Mittal. The GPA dated 19.06.2024 was duly registered in the office of the Sub Registrar, Panchkula in presence of the witnesses. The

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complainant paid a sum of Rs.10 lacs through two RTGS of Rs.5 lacs each to the accused and it was agreed that after receipt of Rs.1.75 crores from the complainant, the accused would hand over possession of the house in question to the complainant as part performance of the agreement to sell dated 04.07.2024 and the balance sale consideration of Rs.1.25 crores was to be paid by the complainant to the accused at the time of execution and registration of the sale deed. It was also agreed that the accused would clear all the outstanding dues and loan etc. against the said house in question and get No Dues Certificate and permission to sell from the HSVP, Panchkula against this property before execution and registration of the sale deed. In compliance of the agreement to sell dated 04.07.2024, the complainant paid Rs.30 lacs through RTGS and Rs.1.35 crores through 4 RTGS, all dated 25.07.2024 to the accused, however, he came to know that accused no.2 Shinu Mittal had approached the office of the Estate Officer, HSVP, Panchkula, with an application for not granting permission to sell/transfer the house in question in favour of anybody. The *mala fide* intention of the accused was surfaced after having received an amount of Rs.1.75 crores and, thereafter, in a well hatched conspiracy, accused Amit Mittal & Shinu Mittal backed out from execution of the sale deed, whereas the complainant was ready to get the sale deed executed and registered by paying outstanding amount of sale consideration of Rs.1.25 crores. Hence, the request was made to take legal action against the accused. On registration of the FIR, the investigation commenced and during investigation, the complicity of the petitioner has been surfaced and, thus, he was also arrayed as an accused. Apprehending arrest, the petitioner approached the Court of learned Additional Sessions Judge, Panchkula, for grant of concession of anticipatory bail and after hearing both the sides, the interim protection was granted to the petitioner vide order dated 28.01.2025, but when he failed to join the investigation, the said relief was declined to him

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vide order dated 19.02.2025. Hence, aggrieved against the said order, the petitioner is before this Court by way of filing the present petition.

3. Learned counsel for the petitioner has vehemently contended that the petitioner is neither named in the FIR nor he had entered into any agreement to sell or otherwise with the complainant, however, he has been roped in the present case on the basis of false and frivolous allegations that he connived with the co-accused Shinu Mittal and, thus, while hatching a conspiracy with her, get the execution of the sale deed frustrated. He further submitted that the allegations levelled in the FIR are without any basis as the petitioner has no concern of whatsoever nature with the allegations made in the FIR and, thus, he deserves to be granted concession of anticipatory bail.

4. *Per contra*, learned counsel for the complainant has vehemently opposed the bail application while submitting that the petitioner is the key person who conspired with co-accused Shinu Mittal and after having received the amount of earnest money of Rs.1.75 crores from the complainant, the sale deed has not been intentionally executed only at the instance of the petitioner in order to cheat the complainant. It is submitted that Amit Mittal had signed the agreement to sell dated 04.07.2024 on behalf of himself as well as on behalf of his wife Shinu Mittal as he was appointed as her GPA vide a valid registered document dated 19.06.2024 for the purpose of the sale of the house in question, however, after having entered into the agreement to sell and receiving the amount of earnest money of Rs.1.75 crores, in order to cheat the complainant, the petitioner conspired with the wife of the co-accused Amit Mittal and got the GPA dated 19.06.2024 cancelled. He has also placed on record photocopy of the affidavit given by Shinu Mittal that she had given the GPA dated 19.06.2024 in favour of her husband Amit Mittal only for the purpose of management of the properties and not the sale/mortgage/transfer thereof, whereas Clause 5 of the said GPA clearly depicts that it was also for sale/transfer/relinquishment/gift/exchange/mortgage/conveyance/lease etc. of

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the properties mention therein including the house in question. It is submitted that the petitioner, being the main conspirator, does not deserve the concession of anticipatory bail.

5. Learned State counsel has also opposed the bail application while arguing on the lines of the learned counsel for the complainant and prays for dismissal of the present petition.

6. After hearing learned counsel for the parties and perusing the available record, it is deciphered that the complainant has been cheated of Rs.1.75 crores by the accused by in a well planned manner by hatching a conspiracy and the petitioner is the mastermind of the entire game plan. Co-accused Shinu Mittal initially executed and registered GPA dated 19.06.2024 in favour of his husband Amit Mittal for the purpose of sale/transfer etc. of the house in question and when her husband Amit Mittal had entered into the agreement to sell dated 04.07.2024 to sell the said house on behalf of himself and also as GPA of his wife and also received an amount of Rs.1.75 crores from the complainant, the petitioner, while hatching conspiracy with co-accused Shinu Mittal, in a very clever move and with an ulterior motive to cheat the complainant, got the GPA dated 19.06.2024 cancelled at the behest of Shinu Mittal. The case would have to be on different footings if either of the parties had refused for performance of the agreement to sell but here is a case where the entire conspiracy has been hatched in a very planned manner while firstly executing the GPA to sell the house in question and later on withdrawing the same in a very clever move in order to cheat the complainant. Thus, keeping in view the gravity and seriousness of the offences, the contentions raised by the learned counsel for the petitioner cannot be appreciated at this stage where he has approached this Court for the grant of concession of anticipatory bail. However, the same could be appreciated at the relevant stage.

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7. For the consideration of anticipatory bail, the statutory parameters are given under Section 482 (1) & (2) of BNSS which reads as under:-

“482. Direction for grant of bail to person apprehending arrest:

1. *When any person has reason to believe that he may be arrested on an accusation of having committed a non-bailable offence, he may apply to the High Court or the Court of Session for a direction under this section; and that Court may, if it thinks fit, direct that in the event of such arrest, he shall be released on bail.*
2. *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.”*

8. Hon'ble Supreme Court in State represented by **CBI Vs. Anil Sharma**, (1997) 7 SCC 187 has held as under:-

“6. We find force in the submission of the CBI that custodial interrogation is qualitatively more elicitation oriented than questioning a suspect who is well ensconced with a favorable order under Section 438 of the code. In a case like this effective interrogation of suspected person is of tremendous advantage in disinterring many useful informations and also materials which would have been concealed. Succession such interrogation would elude if the suspected person knows that he is well protected and insulated by a pre-arrest bail during

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the time he interrogated. Very often interrogation in such a condition would reduce to a mere ritual. The argument that the custodial interrogation is fraught with the danger of the person being subjected to third degree methods need not be countenanced, for, such an argument can be advanced by all accused in all criminal cases. The court has to presume that responsible Police Officers would conduct themselves in task of disinterring offences would not conduct themselves as offenders.”

9. Hon’ble Apex Court in plethora of judicial precedents including **Gurbaksh Singh Sibbia Vs. State of Punjab, AIR 1980 SC 1632**, has time and again reiterated that while considering the anticipatory bail the Court is to take into consideration the factors like gravity of offence, chances of accused tampering with the evidence and probabilities of his fleeing from justice etc. The Court should be circumspect about the impact of its decision on the society as well. The anticipatory bail is an extraordinary discretion which should be exercised in the extraordinary circumstances.

10. Weighing the facts of the case on the anvil of the law settled, it is apparent that the complicity of the petitioner has been *prima facie* established. The investigation is at its threshold. Thus, granting anticipatory bail to the petitioner at this stage would scuttle the ongoing investigation.

11. In view of the facts and circumstances of the present case, this Court is of the opinion that the petitioner does not qualify for exercising the extraordinary power by this Court in his favour. Resultantly, the present petition, being devoid of any merit, is hereby dismissed.

12. Nothing said herein shall be construed as an expression of opinion on the merits of the case.

September 11, 2025
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(Rajesh Bhardwaj)
Judge

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Whether Speaking/Reasoned: NO/YES
Whether Reportable: NO/YES