

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

CRM-M-13323-2025
Reserved on: 07.05.2025
Pronounced on: 19.05.2025

Rajesh Mehra and another

...Petitioners

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Dheeraj Mahajan, Advocate
for the petitioners.

Mr. Akshay Kumar, AAG, Punjab.

Mr. Amit Arora, Advocate and
Mr. Sharad Mehra, Advocate
for the complainant.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
7	28.01.2025	Civil Lines, District Police Commissionerate Amritsar	420, 120-B IPC

1. The petitioners apprehending arrest in the FIR captioned above have come up before this Court under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking anticipatory bail.
2. In paragraph 13 of the bail application, the petitioners declare that they have no criminal antecedents.
3. The facts and allegations are being taken from translated version of FIR, which reads as follows:-

“At this time, Complaint No.7340-PC-COP dated 18.09.2024 by Amandeep Singh s/o. Sh. Kulwant Singh, R/o. House No. 118, Street No. 2, near O.C.M. Mills, Satkartar Nagar, Khandwala, Amritsar has been received at Police Station, its subject matter is as per follows: To the Hon'ble Police Commissioner Sir, Amritsar, Application against Rajesh Mehra s/o. Radhe Sham Mehra and Ritu Mehra w/o. Rajesh Mehra, residents of 248, Basant Avenue, Amritsar and Plot No. 7, Mehra Hotel Building, Room Number 14, Amritsar regarding playing fraud of Rs. 4000000 (Rupees Forty Lakhs), complaint thereto, Respected Sir, the applicant do hereby submits as per follows. 1. That I, Amandeep Singh s/o. Sh. Kulwant Singh, am the resident of House No. 118, Street No. 2, near O.C.M. Mills, Satkartar Nagar, Khandwala, Amritsar and do work of

computer hardware with my brother at Nehru Shopping Complex. 2. That myself and my real brother Lovepreet Singh run the business of computer hardware at Nehru Shopping Complex. Myself and my brother had taken on rent shop no. 48 and 61 from the above Rajesh Mehra, and its Rent Deed/ License Deed has been written in the name of my brother Lovepreet Singh s/o. Kulwant Singh and we are paying rent of these shop every month. 3. That in the April, 2023, the above Ritu Mehra w/o. Rajesh Mehra came to me and said that my husband in great need of money and we have to invest money for increasing our business. Hence, we have to sell our above mentioned both the shops and if you have to purchase these shops and then you may make deal with us, Rajesh Mehra and Ritu Mehra said to us at the time make a deal of the shops that shop no. 48 and 61, these both the shops have been allotted in the name of above Rajesh Mehra from Improvement Trust, Amritsar and he is the owner of these shops and is free from every kind of encumbrances, and we, both the brothers, by consulting our father and our known friends, did the deal of above mentioned both the shops with Rajesh Mehra. 4. That on date 20/4/2023, Rajesh Mehra did the settlement of deal in writing of the above mentioned both the shops vide Agreement Dated 20/4/2023 with me against Rs.8500000/- (Rupees Eighty Five Lakhs) and as advance, 20% of the amount of Rs. 8500000/- i.e. total Rs. 1700000/- (Rupees Seventeen Lakhs) (1300000/-Lakhs in cash and 400000/- (Four Lakhs) vide cheque number 709347 dated 20/4/23 drawn from Punjab National Bank, Branch Maccloud Road, Amritsar Cantt. in the presence of witness have been received from me and that Rajesh Mehra had received this amount from me. This fact is worth to be mentioned over here that cash amount of Rs. 1300000/- Rupees Thirteen Lakhs, had been received by Rajesh Mehra and Ritu Mehra, both by personally coming to me and I had given cheque of four lakhs to Rajesh Mehra. (Proof regarding paying Rupees 40 Lakhs of Agreement given to Rajesh Mehra by me are attached herewith as proof, Sir). 5. That this fact is worth being mentioned over here that at the time of executing agreement with me, Rajesh Mehra had made assured myself and my brother Lovepreet Singh and my father S. Kulwant Singh that his shops no. 48 and 61, deal of those had been done with me by him, those are free from every kind of encumbrance and are not under any kind of government encumbrances or action and Rajesh Mehra has also admitted it in his Agreement, but now I have come to know that Rajesh Mehra is under court case and disputes in various courts since the year 2013 with improvement Trust, Amritsar regarding the above mentioned shops, regarding which Rajesh Mehra had not discussed with me at the time of dealing of shops, and by telling a lie with me, by writing down an agreement of the shops with me, he had grabbed total Rupees Forty Lakhs from me and now, he is not doing registration of the shops in my favour and his dispute with the Trust is still pending and on the date on which Rajesh Mehra had made agreement with me, on that day only, court case was pending of the Improvement Trust, Amritsar with Rajesh Mehra regarding the above mentioned shops. (Copy of case is attached, Sir). That the important facts regarding court case have been concealed by Rajesh Mehra from me and by writing agreement, he has received amount of Rupees 40 Lakhs from me and now he is not getting done registration in my favour. 6. That at the time of dealing, Ritu Mehra and Rajesh Mehra had made me assured that before getting done registration, the seller Rajesh Mehra, above mentioned would get transferred registration of the above mentioned shops from the Trust in his own name and, thereafter, before getting transferred registration in my name, original registered deed of above mentioned property and all the

liabilities would be cleared and he would hand over documents regarding purchased to me, and this fact was also settled in writing vide Agreement. 7. That on date 8/5/23, the above Rajesh Mehra and Ritu Mehra came to me and said that liability of the Trust is to be cleared, hence we need Rupees 400000/- and after clearing the liability of the Trust, I would get done the registration, and myself, having trust over Ritu Mehra and Rajesh Mehra, had made transfer of Rupens A Lakhs on date 8/5/23 vide NEFT in the account of Rajesh Mehra. Rajesh Mehra had made me assured that as per the terms & conditions of the agreement, he, after clearing all the liability, as soon as possible, after getting done registration in his name, and after handing over to myself original documents, would get transferred registration of shops in my name. 8. That on date 20/7/23, Rajesh Mehra and Ritu Mehra came to me and started saying that Trust related entire work has been done and we have cleared the entire liability of the Trust and Rajesh Mehra said that within one week only. myself, after giving you original papers, would get done registration. You may make prepare the balance amount and when I said that our amount is ready, you may bring original papers and hand over those to us and Rajesh Mehra said to me that you may give me more amount today only so that I may hand over entire original papers to you and I would get done registration within one or two days only and when I said to Rajesh Mehra that you may take the balance amount at the time of registration only and Rajesh Mehra and his wife Ritu said to us that they want amount today only and myself, having believe over them, had transferred in the account of Rajesh Mehra total 19000000/- (Nineteen, Lakhs Rupees) in which (1 Lakh in Cash and 18 Lakhs through NEFT). Rajesh Mehra said to me that I would give you original papers tomorrow only and, thereafter, you may take the appointment for registration. That after taking 40 Lakhs Rupees from me, Rajesh Mehra and Jitu Mehra had neither given me original papers till today and nor they are hearing to me at all and on our requests time and again even, they are not getting done registration in my name and are making excuses. Now, Rajesh Mehra is saying to me that I do not have get the registration done, you may do whatever you may desire and when I discussed with Ritu Mehra regarding registration and then she said that I do not know anything, you may discuss with Rajesh, we had to play fraud with you, and we have done it already, you can not do anything to us. We have contacts in the police. 10. That i, while sending legal notice to above Rajesh Mehra had asked him to make his presence in Registrar's Office on date 27/9/23 and get done registration in my name but I remained present the whole day at Registrar's Office but Rajesh Mehra neither came over there and nor he has got done my registration and now both husband and wife neither are picking up me phone and nor they are meeting me. Respected Sir, Rajesh Mehra and his wife Ritu Mehra has played fraud in the name of selling the shops and have grabbed Rupees 4000000/- from me and now, he is neither getting done registration in my name and nor he is coming before me, and kindly necessary legal action may kindly be taken against the accused Rajesh Mehra and his wife Ritu Mehra regarding playing fraud of Rupees 40 Lakhs and justice may be provided to me, Sir. Dated 18/10/24 SD/- Amandeep Singh."

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 petitioners and their family. Counsel for the petitioners submits that it is a purely a civil

dispute which is given cloak of criminal case and petitioner No.2 is unnecessarily implicated and has no role.

5. The State's as well as counsel for the complainant oppose bail and refers to the status report.

6. It would be appropriate to refer to following portion of reply which reads as follows:

“THE ROLE OF THE PETITIONERS

7. That it is submitted that both the present petitioners Rajesh Mehra and Ritu Mehra in connivance with each other under a hatched conspiracy had received Rs. 40 Lac as earnest money in pursuance to the agreement to sell dated 20.04.2023 executed in favour of the complainant whereby they had agreed to sell their two shops to the complainant after clearing liabilities/dues qua these shops to Amritsar Improvement Trust but they did not do so despite having received the above said earnest amount solely for this purpose. in addition to this, the shops in question are also involved in civil litigations and this fact was kept concealed from the complainant. Furthermore, the petitioner No. 1-Rajesh Mehra had attempted to take a loan of Rs. 30 Lac against these shops in the month of July 2023 from Axis Bank but his application was cancelled after verification by the bank.”

7. An analysis of the arguments would lead to the following outcome. The dispute is civil in nature and petitioner No.2 has no concern. No case for custodial interrogation is made out.

8. Pre-trial incarceration should not be a replica of post-conviction sentencing. The evidence might be prima facie sufficient to launch prosecution or to frame charges, but this Court is not considering the evidence at that stage but is analyzing it for the stage of anticipatory bail. An analysis of the above does not justify custodial interrogation or pre-trial incarceration.

9. Given the above, the penal provisions invoked coupled with the prima facie analysis of the nature of allegations and the other factors peculiar to this case, there would be no justifiability for custodial interrogation or the pre-trial incarceration at this stage.

10. Without commenting on the case's merits, in the facts and circumstances peculiar to this case, and for the reasons mentioned above, the petitioners makes a case for bail. This order shall come into force from the time it is uploaded on this Court's official webpage.

11. Given above, provided the petitioners are not required in any other case, the petitioners shall be released on bail in the FIR captioned above subject to furnishing

bonds to the satisfaction of the Arresting Officer, and if the matter is before a Court, then the concerned Court and due to unavailability before any nearest Ilaka Magistrate/duty Magistrate. Before accepting the surety, the concerned Officer/Court must be satisfied that if the accused fails to appear, such surety can produce the accused.

12. While furnishing a personal bond, the petitioners shall mention the following personal identification details:

1.	AADHAR number	
2.	Passport number (If available) and when the attesting officer/court considers it appropriate or considers the accused a flight risk.	
3.	Mobile number (If available)	
4.	E-Mail id (If available)	

13. The petitioners are directed to join the investigation within seven days of uploading this order on the official webpage of the High Court of Punjab and Haryana and as and when called by the Investigator. The petitioners shall be in deemed custody for Section 27 of the Indian Evidence Act, 1872/ Section 23 of BSA, 2023. The petitioners shall join the investigation as and when called by the Investigating Officer or any Superior Officer and shall cooperate with the investigation at all further stages as required. In the event of failure to do so, the prosecution will be open to seeking cancellation of the bail. During the investigation, the petitioners shall not be subjected to third-degree, indecent language, inhuman treatment, etc.

14. In case the Investigator/Officer-In-Charge of the concerned Police Station arraigns another section of any penal offense in this FIR, and if the new section prescribes a maximum sentence that is not greater than the sections mentioned above, then this bail order shall be deemed to have also been passed for the newly added section(s). However, suppose the newly inserted sections prescribe a sentence exceeding the maximum sentence prescribed in the sections mentioned above; then, in that case, the Investigator/Officer-In-Charge shall give the petitioner notice of a minimum of seven days, providing an opportunity to avail the remedies available in law.

15. It is clarified that if the petitioner violates any bail condition, the State and/or the victim may file an application for bail cancellation before the trial court, which shall be competent to cancel the bail or add more conditions. Furthermore, if the petitioner moves for deletion or dilution of any bail conditions, the trial court is empowered to do so.

16. **This bail is conditional, and the foundational condition is that if the petitioner indulges in any non-bailable offense, the State may file an application for cancellation of this bail before the Sessions Court, which shall have the liberty to cancel this bail.**

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

18. A certified copy of this order would not be needed for furnishing bonds, and any Advocate for the Petitioner can download this order along with case status from the official web page of this Court and attest it to be a true copy. If the attesting officer wants to verify its authenticity, such an officer can also verify its authenticity and may download and use the downloaded copy for attesting bonds.

19. **Petition allowed** in terms mentioned above. All pending applications, if any, stand disposed of.

(ANOOP CHITKARA)
JUDGE

19.05.2025
Jyoti Sharma

Whether speaking/reasoned: Yes
Whether reportable: No.