



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-14247-2025
DECIDED ON: 17.03.2025

DEEPAK BALA

.....PETITIONER

VERSUS

STATE OF PUNJAB

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Aditya Dassaur, Advocate
for the petitioner.

SANDEEP MOUDGIL, J (ORAL)

1. Relief sought

The jurisdiction of this Court has been invoked under Section 482 BNSS Act, 2023 for granting the pre-arrest bail to the petitioner in case F.I.R. No.0016 dated 15.02.2025 (Annexure P-1), under Sections 316(2), 318(4), 336(2), 336(3), 340(2) BNS registered at Police Station Nurpur Bedi, District Roopnagar.

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

“Copy of complaint, "S.S.P. Sahib, District Rupnagar. Subject:-Complaint against Barinder Kumar son of Jagdish Lal resident of Village Tooran (Musani), Tehsil Phillaur, District Jalandhar and his wife Deepak Bala for deceiving and committing fraud. Sir, Requested that in Year 2019 afore-mentioned Barinder Kumar contacted us and said that we want to purchase your 29 Bigha land situated in the area of Village Karura, Tehsil Nurpur

Bedi. At his instance we did meeting with him and he introduced us with Harpartap Singh son of Ishar Singh resident of House No. 6-A, Jyoti Nagar, Jalandhar, who said that the company which has to purchase your land shall plant Chandan type trees in this land. We gave nod and on dt. 02.04.2019 agreement to sell this land at the rate of Rs. 3,81,000/- per Acre was duly executed. Aforementioned Barinder Kumar paid only Rs. 64,500/- as token money and date 16.12.2020 was fixed for registration of sale deed, in which this condition was written that the buyer can get registered the sale deed on his name or on the name of third party and sellers shall be bound to purchase 31 Acre land from other land owners and to further sell to buyer. If buyer gets registered the sale deed to third party at higher rate then at the instance of Barinder Kumar, seller party shall transfer the surplus amount. We purchased 31 Acre land from different land owners and then Barinder Kumar placed a new condition that whole land should be in a single chunk. This condition was not acceptable to us and then bahmi agreement was executed again on dt. 20.03.2020, in which Barinder Kumar had personally taken responsibility of all loss/ damages. Then on dt. 25.08.2020 we received one letter from department, in which rate of Rs. 09,90,000/- was fixed through e-tender and we did not have any information about this, in which Barinder Kumar had submitted tender of aforementioned land by showing his relative Kamal Kishore son of Tek Chand resident of Malupota, District Nawanshahr as tenderer/bidder. From dt. 02.04.2019 till registration of sale deed on dt. 01.09.2020 aforementioned Barinder Kumar did all dealings with Revenue Department, Forest Department alone and did not let us know about this. On dt. 02.09.2020 Barinder Kumar

instead of getting registered sale deed of 54 Acre 08 Marla land out of total 60 Acre directly on his name got registered the sale deed to Mani Lal Hans, Block Officer Rupnagar through Forest Department Punjab. As per agreement to sell, after receiving Rs. 3,81,000/- we shall be bound to transfer the surplus amount of total Rs. 03 Crore 03 Lac in the accounts of Deepak Bala, Harpartap Singh and Gurbir Singh till dt. 22.09.2020 at the instance of second party. Accordingly, at the instance of Barinder Kumar we had transferred the amount of Rs. 03 Crore 03 Lac in their accounts on dt. 04.09.2020, 14.09.2020 and 16.09.2020. Mastermind of this whole sequence of events was Barinder Kumar, because this was closed area and Barinder Kumar in connivance with officials of Forest Department sold this land by showing it as open area. As a result, Forest Department got registered one FIR No. 69 Dated 28.06.2022 U/s 420,465,467,468,471 IPC 7/7, 8/13 P.C. Ac 1988 As Amended By P.C. Act 2018 PS Nurpur Bedi against us and tenderer/ bidder Kamal Kishore. In order to save our reputation in society we have also deposited Rs. 06 Crore 37 Lac alongwith interest at the rate of 8% with concerned department. In order to grab our Rs. 03 Crore 30 Lac they prepared bogus agreement of Rs. 01 Crore on the name of Harpartap Singh and bogus agreement of Rs. 01 Crore 95 Lac on the name of Deepak Bala. In respect to this fraud we are taking legal action against them through Jalandhar Police. Barinder Kumar in order to grab the afore-mentioned amount earned by fraud got prepared one bogus agreement to purchase our land, house situated at Village Tooran and our machinery on his and his wife's name on dt. 15.09.2020. This Stamp Paper No. 2523 Dated 15.09.2020 has been purchased from Tehsil Nurpur Bedi and has been prepared there itself and

description of money received through deal of land of Village Karura is also written in it, in which our (alleged sellers) forged signatures are given and bogus witnesses have given their signatures on that bogus agreement. The land whose detail is given in said bogus agreement is on the name of any other person. We do not have this property nor are/were owners of this property ever. We shall produce photocopies of agreement, bahmi agreement, fard jamabandi and receipts/ statements of depositing money in bank accounts during enquiry.”

3. **Contention**

On behalf of the petitioner

Learned counsel for the petitioner contends that the dispute in question revolves around an agreement dated 16.09.2020 qua which a civil litigation is also pending in which the complainant and his brother have already appeared and filed a written statement, a copy of civil suit is available on record dated 28.09.2022 at Annexure P-9. It is primarily on account of non-fulfilment of part on behalf of the petitioner, the present FIR has been lodged which otherwise can be adjudicated in civil suit as well.

Notice of motion.

On behalf of the State

On the asking of the Court, Mr. Jaspal Singh Guru, AAG, Punjab accepts notice on behalf of the respondent-State, who does not controvert the aforesaid fact but opposes the grant of anticipatory bail to the petitioner on the ground that the allegations against the petitioner are serious in nature.

4. **Analysis**

Be that as it may, considering the fact that deceitful intent to cause wrongful loss and to commit fraud is *prima facie* absent at the very inception of the execution of agreement to sell dated 16.09.2020 because it is only at the subsequent stage when verification was got done as per the allegation of the prosecution, this Court is of the considered view that the petitioner deserves the concession of anticipatory bail as the material evidence is documentary in nature.

5. **Relief**

In the light of above, the petitioner is directed to be released on anticipatory bail subject to him 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 petitioner 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 petitioner does not comply with the aforesaid direction of joining the investigation within a period of one week, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

17.03.2025

Poonam Negi

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No