



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

103

CRM-M-15531-2025

Date of Decision : March 21, 2025

VISHAL KUMAR

.....Petitioner

VERSUS

STATE OF PUNJAB

.....Respondent

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present : Mr. H.S.Maan, Advocate for the petitioner.

SANDEEP MOUDGIL, J. (Oral)**1. Relief sought**

The jurisdiction of this Court has been invoked under Section 482 BNSS seeking pre-arrest bail in case FIR No.20 dated 21.2.2025, under Sections 420, 465, 467, 468, 471 and 120-B IPC, registered at Police Station City Rampura, District Bathinda.

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

“Copy of Complaint No. PGD 5000034 and No.. 81/Miscellaneous/2025 dated 27.01.2025. To, Hon'ble SSP, Bathinda, from Gagandeep Singh son of Bhola Singh resident of village Tapa, District Barnala, Mob. No. 9528970000 Against: Vishal Kumar son of Bhushan Kumar son of Karamchand, Resident of Street No-5, Bhagat Singh Colony, Rampura, Dist. Bathinda, Mob. No. 9915942044 Subject: Regarding selling of a plot approximately 13.25 marla, situated at Rampura to me by wrongly editing in someone's registry by the above and defrauding me of Rs. 5 lacs and by not paying the money even though compromising in this regard and for taking appropriate legal action against the above. Sir, It is respectfully submitted that I am a resident of the above address. I am a peace loving and law abiding person. I do agricultural work. On 18.12.2023 the said Vishal had entered into an agreement with me for a plot of approximately 13.25 marlas in the area of Rampura. The total agreement for this plot was

settled for Rs. 5400/- per yard, regarding which I gave the said person an earnest money of five lakh rupees on 18.12.2023 in front of the witnesses but after investigation, it was found that there was no place related to the said plot and it was also found that the said person has made a deal with me for the said plot by editing his name in the registry by falsely and wrongly editing in the registry of someone else and cheated Live Lakh rupees from me In this way, the said person has cheated me to the tune of five lakh rupees by editing the registry in a Lake manner. I had also submitted a complaint to the Hon'ble SSP, Bathinda in this regard, in which he had entered into a compromise along with me and admitted that I had cheated you of five lakh rupees. regarding this plot and had promised to return my five lakh rupees, but till now, this fraudulent person Vishal Kumar has not returned my five lakh rupees and now he has also stopped picking up my phone and is not returning my rupees despite the advice of the respectable persons. I request you to take strict legal action against the said person and to return my five lakh rupees with interest from the said person and justice be served to me. I will be very grateful to you. With thanks. Dated 31-12-2024. Yours faithfully, SD/ Gagandeep Singh son of Bhola Singh resident of village Tapa, District Barnala. This complaint has been marked by Hon'ble Senior Superintendent of Police, Bathinda to DSP EOW for n/a & report, The report of Superintendent of Police PBIEO and Cyber Crime Bathinda is that No. 07/5C/2025 dated 25-01-2025, Subject Report regarding complaint bearing PGD No. 500034 dated 03.01.2025 by Gagandeep Singh son of Bhola Singh resident of Tapa Mandi, District Barnala. Sir, it is requested that the complainant Gagandeep singh above has made allegations in his complaint against Vishal Kumar aon of Bhushan Kumar son of Karamchand, Resident of Street No. 05, New Bhagat Singh Colony, Mandi Rampura, District Bathinda that on 18.12.2023, Vishal Kumar had entered into an agreement with him for plot measuring approximately 13.25 marles at Rampura. The total agreement of this plot was done at the rate of Rs.5400/- per yard, regarding which he had given Rs.5,00,000/- in front of the witnesses as earnest money, but later on he got to know that Vishal Kumar had cheated Rs.5,00,000/- by falsely and wrongly editing in someone else's registry by executing the agreement with him regarding the plot. Vishal Kumar while entering into a compromise, agreed to return him Rs. 5,00,000/- which he did not returned and stopped picking up his phone. Gagandeep Singh submitted the complaint against Vishal Kumar for taking legal action regarding the said fraud. During the investigation on the complaint, the concerned persons were given an

opportunity to present their defense, on which on 09.01.2025, from the complainant side, the complainant Gagandeep Singh above himself Mob: 90230-24207, Surjit Singh son of Piara Singh resident of Village Pikho, District Bathinda, Mob: 95289-70000 and from the respondent side, on 10.01.2025, Vishal Kumar son of Bhushan Kumar, resident of Gali No. 07, New Shaheed Bhagat Singh Colony, Mandi Rampura, District Bathinda Mob: 99159-42044, Badal Singh son of Baldev Singh son of Kehar Singh resident of Malwa Timber Store Wali Gali, Moud Road, Village Rampura, District Bathinda Mob: 98775-32743 and area Government Witness Dinesh Kumar, Patwari, area Rampura, Tehsil Phull, District Bathinda Mob: 97816-14585 and Joginder Singh, Stamp Vender, Tehsil Complex, Rampura Phull Mob: 94171-44056, whose statements and relevant record was received, which are annexed for perusal. During investigation, the details of record received are as under:- By complainant Gagandeep Singh :-1. Registry Transfer Deed No. 5079 dated 21.03.2014 (Vishal Kumar and Sarabjit Kaur, two copies) 2. Photocopy of Agreement to sell dated 18.12.2023 Photocopy of Panchayati Compromise: By 3. the Respondent Vishal Kumar:-1. Photocopy of Affidavit of Badal Singh; By the Government Witness Revenue Department: 1. Photocopy of Integral No. 27452 of Registry No. 5097 dated 21.03.2024 2. Certified copy of Registry No. 5097 dated 21.03.2024; By Stamp Vender:-Photocopy of the Register bearing signatures of the Vishal Kumar who have purchased Stamp bearing NO. IN-PB68354968775216V on 18.12.2023 and upon perusing the defense of both the parties and the relevant record, it has been found that on 18.12.2023, the respondent Vishal Kumar son of Bhushan Kumar, resident of Gali No. 07, New Bhagat Singh Colony. Mandi Rampura, District Bathinda executed an agreement to sell for a vacant plot situated 1338/2181, at Rampura having Khewat Khatauni NO. Klasra No. 742/2(10-01 measuring approximately 13.25 marla for Rs. 5400/- per yard with the complainant Gagandeep Singh above, for which, an amount of Rs. 5,00,000/- has been received as earnest money in cash, in which regard, agreement to sell was got executed by Vishal Kumar with the complainant Gagandeep Singh on a stamp no. IN-PB68354968775216V purchased by him on 18.12.2023 in the presence of witnesses Badal Singh son of Baldev Singh resident of Malwa Timber Store Wali Gali, Mour Road, Village Rampura, District Bathinda and Kewal Krishan son of Shiv Ram resident of Rampura and after its execution, photocopy of the Registry Transfer Deed No. 5097 dated 21.03.2014 of the plot was presented. In the agreement so executed, it has been admitted by Vishal Kumar himself that

he has received the earnest money of Rs. 05 Lacs in installment in cash in the presence of the witnesses and rest of the amount has been decided to be paid at the time of registration on 16.03.2024. If the seller back out from the deal, then he shall be bound to pay double the earnest amount of Rs. 10,00,000/- (Rupees Ten Lacs). In this execution, Vishal Kumar as seller, Gagandeep Singh as purchaser and in such a way, Badal Singh and Kewal Krishan above as witnesses have appended their respective signatures. On the basis of the statement of the complainant, he has borrowed Rs. 05 Lacs from the owner of Sidhu Finance Company, Near Bus Stand, Mandi Rampura Surjit Singh son of Piara Singh, resident of Village Pithe, District Bathinda, with whom, he works as an employee. Copy of the agreement to sell and the copy of the registry Transfer Deed No. 5097 dated 21.03.2014 handed over by Vishal Kumar to the complainant Gagandeep Singh is appended alongwith report for perusal. Thereafter, on investigating Gagandeep Singh complainant, it was found that the registry given by Vishal Kumar to him by citing it to be pertaining to his plot, infact, that registry is in the name of Sarabjit Kaur alias Sandeep, wife of Badal Singh, son of Baldev Singh, resident of Near Cooperative Society, Village Rampura, District Bathinda, in which, by editing, the owner of the registry has been shown as Vishal Kumar in place of Sarabjit Kaur, to which, the complainant Gagandeep Singh has also presented the Photostat copy of registry Transfer Deed No. 5097 dated 21.03.2014 in the name of the above Sarabjit Kaur alias Sandeep above and to verify the original registration in these registries, Revenue Department employees Dinesh Kumar, Patwari, Halka Rampura, Tehsil Phull, District Bathinda was joined in the case investigation on 21.01.2025 and a statement has been recorded and a certified copy of the correct registry has been obtained from the Registry Clerk, Sub-Registrar, Rampura Phull on 23.01.2025, according to the records of the Revenue Department, Registry Transfer Deed No. 5097 dated 21.03.2014 has been verified to be in the name of Sarabjit Kaur alias Sandeep wife of Badal Singh son of Baldev Singh resident near Co-op Society, Village Rampura, Tehsil Phull. In this registry who has been found to be the owner in possession of 1/4 share of 0-3.25 marlas of land out of total land area of 13 marlas bearing Khata Khautni No. 1338/2181 in Khasra No. 742/2/12/0-13 in the jamabandi for the year 2010-11, while in the copy of the registry given by Vishal Kumar to Gagandeep Singh, 1/4 part of Khatani/Khasra number is edited in the place of 0-3.25, and the share of 13.25 marles is shown to be occupied by the owner. Further, executing the agreement, at the time of instead of Khasra No. 742/2/12/0-

13, out of 742/2 (10-0) approximately 13.25 marlas have been shown to be in possession of the owner. After this, both the parties had a Panchayat meeting, during which, as asked by the complainant Gagandeep Singh, Vishal Singh agreed to pay Rs. 05 Lacs to Surjit Singh above in 5 months, in which regard, it has also been mentioned about the same in the Panchayati Compromise. A photocopy of the Panchayati Compromise has been presented by the complainant Gagandeep Singh, which is enclosed. During investigation, when it was asked about the same from the respondent Vishal Kumar, he denied making any deal pertaining to plot with Gagandeep Singh through his statement and revealed that all this was done by Badal Singh by wrongly taking savantage of his friendship with him, for which Badal Singh has also given an affidavit to him that "Vishal Kumar does not have any relation with regard to the Agreement or Transfer Deed." I used the name of Vishal Kumar by taking advantage of our friendship, if any problem arises in future, the entire responsibility will be mine (Badal Singh)". Apart from this, if it has been mentioned in the Panchayati Compromise that he has to give Rs. 05 lakh to Surjit Singh, the amount will be paid by Badal Singh Surjit Singh. It was his responsibility to pay this amount, Out of this amount, Badal Singh has paid Rs.04 lakh in cash and Rs.80,000/- by purchasing bricks from the kiln to him. In order to confirm these sayings, the said Badal Singh investigation has been on involved 16.01.2025, who in the through case nis statement has admitted to have given the above affidavit to Vishal Kumar by him, at the same time, in his statement, while showing the copy of the agreement to sell by DSP, he has also stated in response to question number 01 that this agreement was executed by Vishal Kumar with Gagandeep Singh, in which for the agreement to sell pertaining to the said plot, Vishal Kumar, Krishan son of Shiv Nath as witness resident and Kewal of Ramsara (Bathindal and from Purchaser side, Gagandeep Singh have appended their respective signatures, whom he Identifies. Further, through Question No. 03, if Vishal Kumar through him or before Surjit Singh or Gägandeep Singh to have returned any amount after the compromise, it was answered that Vishal Kumar has not returned any amount through him or in front of him, which is clear from these circumstances that false statements are being made by Vishal Kumar and Badal Singh to influence the investigation of the case and to defend each other as Vishal Kumar is an educated person and it is clear and is written in the Panchayati Compromise that Vishal Kumar shall pay back Rs. 05 Lacs to Surjit Singh within a period of five months, to which, Vishal Kumar appended his signatures after finding it to be true and

correct. Apart from this, Joginder Singh, Stamp Vender, Tehsil Complex, Rampura Phull on the basis of the statement given on 24.01.2025 has cleared that the Stamp No. PB68354968775216V in which the Agreement to Sell has been executed, has been purchased by Vishal Kumar son of Bhushan Kumar, Resident of New Bhagat Singh Colony, Rampura Phull on 18.12.2023, for which, Vishal Kumar has also appended his signatures on the register at the time of purchasing the said stamp, for which, he has also presented a photocopy of the register, which is enclosed. It is also pertinent to mention that the edited photocopy of the registry given by Vishal Kumar to the complainant Gagandeep Singh against which, the agreement to sell for the plot has been done, the original copy of the registry is registered in the name of the wife of Badal Singh i.e. Sarabjit Kaur alias Sandeep. For the sake of friendship between Badal Singh and Vishal Kumar, with the earlier malafide intention of defrauding, by fraudulently and wrongfully editing the registry which is in the name of Sarabjit Kaur alias Sandeep, by showing more share of land, by mentioning the name of Vishal Kumar as owner, by using it and by entering into an agreement to sell with the complainant Gagandeep Singh and by extracting Rs. 05 Lacs, has proved to have committed fraud just because this land is in the name of the wife of Badal Singh, the original registry was in the possession of Badal Singh, without whose consent, it was not possible to get copy of this registry or to do any sort of changes in it. Therefore, if desired, orders regarding investigation may be passed for registering a case against Vishal Kumar son of Bhushan Kumar resident of Gali No. 07, New Bhagat Singh Colony, Mandi Rampura, District Bathinda and Badal Singh son of Baldev Singh resident of Malwa Timber Store Wall Gali, Mour Road, Village Rampura, District Bathinda under Sections 420, 465, 467, 468, 471 IPC. During investigation, it may be cleared with regard to the edited registry that who has done this editing in the registry and by what means. In this regard, during investigation of the case, any person/persons are found to be involved in this, then appropriate action be also taken against them, report is presented for orders. Sa/-Deputy Superintendent of Police, P.B. I.D.O and Cyber Crime, Bathinda. After which, the Hon'ble Senior Superintendent of Police, Bathinda has written for DDA (legal) Examine & opine. The contents of the legal opinion are that 03/DDA (Legal) District Bathinda, dated 13-02-2025, Legal Opinion, Subject 81/Miscellaneous/25 dated 27-01-2025 from Gagandeep Singh son of Bhola Singh resident of Tapa Mandi, District Barnala with regard to report ipgd 500034, on the subject cited above, I have perused the documents thoroughly. Upon

perusing, it has been found that in the report after investigating the complaint by Deputy Superintendent of Police P.B.I.E.O. and Cyber Crime, Bathinda, it has been mentioned that Vishal Kumar son of Bhushan Kumar resident of Gali No. 07, New Bhagat Singh Colony, Mandi Rampura, District Bathinda by fraudulently and wrongfully edited someone else's registry, entered into an agreement for the sale of approx 13.25 marla of plot with the complainant Gagandeep Singh extracted Rs. 5,00,000/- thereafter, by affecting as earnest and money, compromise with the complainant for returning Rs. 5,0,000/-, by not returning the amount have played fraud and deceit. It has been mentioned in the report by the Investigating Officer that because of the registry to have been registered in the name of wife of Badal Singh, the original registry was with Badal Singh, without whose consent, it was not possible to get copy of the registry perform any Investigating changes it not possible. was it, upon which, recommended for to the the in has Officer registration of the case against the respondent party i.e. Vishal Kumar son of Bhushan Kumar resident of Gali No. 07, New Bhagat Singh Colony, Mandi Rampura, District Bathinda and Badal Singh son of Baldev Singh resident of Malwa Timber Store Wali Gali, Moud Road, Village Rampura, District Bathinda under Sections 420, 465, 467, 468, 471 IPC, Police Station City Rampura and for taking action against other person/persons if found guilty of involvement, for which, legal opinion from the undersigned has been sought by you. On the basis of the above facts and the facts mentioned in the investigation report, it has been found that the respondent side by fraudulently and wrongfully edited someone else's registry, by extracted Rs. 5,00,000/-as earnest money, thereafter, by affecting a compromise and by not returning the amount, have played fraud and deceit with the complainant Gagandeep Singh. In my opinion, on the basis of the facts mentioned in the investigation report, in the first instance, a case under Section 420, 465, 467, 468, 471, 120-B IPC is recommended to be registered against the respondent party. Because this matter is found to be before the coming into force of the new law, therefore, on the basis of the facts mentioned in the investigation report, a case under Section 420, 465, 467, 468, 471, 120-B IPC is found in my opinion. It is worthwhile to mention that if any facts are found during the investigation, then action should be taken accordingly. If you agree with the report of the undersigned, then an order with regard to the registration of case under above mentioned offences can be ordered against the respondent party. Sd/- Assistant District Attorney (Legal) Bathinda. After receiving the legal opinion, it has been written by the Senior Superintendent of Police Bathinda

that SHO City Rampura for n/a as per law & (x) above, sd. Sr. Supdt. Of Police Bathinda. After investigation and after receiving the legal opinion and approval of the Hon'ble Senior Superintendent of Police, Bathinda, a case has been registered against Vishal Kumar and Badal Singh for the offence mentioned above against the said Sections. Upon which, complete set is being prepared and copy of FIRS are being sent for the service of Ilaqa Magistrate and the senior officers. DCR is being informed in writing. Original complaint and original containing 1 to 38 pages were handed over record to ASI Darshan Singh 1630/BTA for further investigation.”

3. Contention

On behalf of the petitioner

Learned counsel for the petitioner contends that the petitioner has not been specifically named in the FIR and even otherwise no offence is made out against him nor did he abetted the commission of suicide of deceased. It has been contended on behalf of the petitioner that nothing has been recovered from the petitioner and he is ready and willing to join the investigation and cooperate with the investigating officer concerned.

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 petitioner alongwith other accused has actively participated in the instant offence.

4. Analysis

Be that as it may, considering the fact that there is no evidence on file to show that the alleged editing on the sale deed or forgery/manipulation of the same by changing the name of the owner in place

of Sarabjit Kaur @ Sandeep has been done by the petitioner and the case is based upon documentary evidence and co-accused, namely, Badal Singh had given affidavit that the petitioner had no role to play in the commission of offence and nothing has been recovered from the present petitioner added to the fact that custodial interrogation of the petitioner is not required at this stage as nothing is to be recovered from him, therefore, putting him behind bars would serve no purpose.

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 for the reason that custodial interrogation of the petitioner is not required as it would be of no fruitful purpose to put the petitioner behind the bars. 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 and comply with the aforesaid condition under Section 482(2) of BNSS, 2023, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

March 21, 2025
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Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No