

CRM-M-18266-2025

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

295

CRM-M-18266-2025

Date of Decision: 29th August, 2025

Gurdev Kaur and another

...Petitioners

Versus

State of Punjab and another

...Respondents

CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA

Present: Mr. Mohd. Jameel, Advocate for petitioner No.2-Iqbal Singh.
(through VC)

Petitioner No. 1-died.

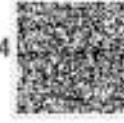
Ms. Ramta Chowdhary, Deputy Advocate General, Punjab.

Mr. Gaurav Vir Singh Behl, Advocate for respondent No. 2.

MANISHA BATRA, J :-

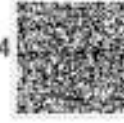
The present petition has been filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (for short 'BNSS') by the petitioner seeking grant of anticipatory bail in case bearing FIR No. 14 dated 30.01.2025 registered under Sections 420 and 120-B of IPC at Police Station Amargarh, District Malerkotla.

2. The aforementioned FIR was registered on the basis of a complaint lodged by the complainant Sarabjit Kaur alleging that the accused Gurdev Kaur (since died) and the petitioner Iqbal Singh had entered into an agreement to sell some agricultural land situated at village Jabo Majra Tehsil Amargarh, District Malerkotla, with her. The sale consideration amount was



fixed at the rate of Rs. 10,50,000/- per bigha. An amount of Rs. 25,00,000/- was given by her to the petitioner and accused Gurdev Kaur as earnest money. Sale deed was to be executed on or before 03.12.2024. However, the petitioner Iqbal Singh and Gurdev Kaur in connivance with each other sold 03 bighas, 08 biswa and 19 biswasi of land out of share of Gurdev Kaur to one Balwinder Singh by executing a sale deed dated 30.04.2024 and did not execute any sale deed in her favour despite her asking. By alleging that they had committed fraud with her and had cheated her by causing wrongful loss of money, she prayed for taking action in the matter. After registration of FIR, investigation proceedings have been initiated and are underway.

3. It will be relevant to mention here that the petitioner No. 1 Gurdev Kaur died during the pendency of this petition and as such, the petition qua her has been rendered infructuous. It is argued by learned counsel for petitioner No. 2 that he has been falsely implicated in this case. He did not execute any agreement nor this agreement contains his signatures. In fact, the complainant violated the terms and conditions of agreement to sell as cheque for an amount of Rs. 9,00,000/- as given by her to accused Gurdev Kaur has been dishonored. The dispute between the parties is of civil nature. A civil suit was filed by Smt. Gurdev Kaur against the complainant. The complainant was fully aware that Gurdev Kaur had sold her land to Balwinder Singh on 30.04.2024 but no action had been taken by her and the FIR was lodged after substantial delay for which no explanation has been given. Co-accused Balwinder Singh has been extended benefit of bail. The case is based on documentary evidence. Custodial interrogation of petitioner is not required. He is ready to join the

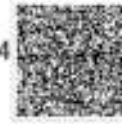


investigation. No recovery is to be effected from him. It is, therefore, urged that he deserves to be released on pre-arrest bail.

4. Status report has been filed. It is argued by learned State counsel assisted by learned counsel for respondent No.2 that there are specific allegations against the petitioner Iqbal Singh, who in connivance with the co-accused Gurdev Kaur, who was her mother got executed sale deed in respect of property, which was agreed to be sold to the complainant. Wrongful loss to the tune of Rs. 25,00,000/- has been caused to the complainant. For effecting recovery and for conducting thorough investigation in the matter, the custodial interrogation of the petitioner is must. It is, therefore, urged that the petition does not deserve to be allowed.

5. This Court has heard learned counsel for the parties at considerable length and has gone through the record carefully.

6. The petitioner No. 2 in connivance with the co-accused Gurdev Kaur (since died) is alleged to have executed an agreement to sell 03 bighas, 08 biswa and 19 biswasi of land in favour of the complainant. Both the petitioner No. 2 and his mother Gurdev Kaur had executed written agreement on 22.09.2023 and received a sum of Rs. 25 lakh as earnest money. Though the petitioner No. 2 has denied that he was signatory to the agreement or had executed the sum, but learned counsel for the complainant has placed on record copy of the written agreement dated 22.09.2023 showing that the petitioner was signatory to the agreement and had claimed himself to be owner of 1/6 share in the land in question. A part of this land had been sold to cause wrongful loss to the complainant before the execution of sale deed. The denial of factum of being a signatory to agreement, by the



petitioner itself *prima facie* shows his dishonest intention since the very beginning. As such, a *prima facie* case for commission of offence of cheating is made out as against the petitioner No. 2. The case is at its nascent stage. For conducting thorough investigation of the matter, custodial interrogation of the petitioner is required. Even otherwise, it is well settled proposition of law that the powers for grant of anticipatory bail are to be exercised in exceptional or extraordinary circumstances. No such circumstance has been made out in this case. As such, this Court is of the considered opinion that the petitioner No. 2 does not deserve to be extended benefit of pre-arrest bail and accordingly the petition is dismissed.

7. It is, however, clarified that the observations made hereinabove shall not be construed as an expression of opinion on the merits of the case.

8. Since the main petition has been dismissed, pending application, if any, is rendered infructuous.

[MANISHA BATRA]
JUDGE

29th August, 2025

Parveen Sharma

1. Whether speaking/ reasoned
2. Whether reportable

: Yes / No
: Yes / No