**CRM-M-18401-2025****-1-****(101)****IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH****CRM-M-18401-2025****Date of decision :07.08.2025****SURINDER SINGH****... Petitioner****Versus****STATE OF PUNJAB & ANOTHER****...Respondents****CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI**

Present: Mr. Karan Sachdeva, Advocate with
Mr. Saurav Gurbal, Advocate
for the petitioner.

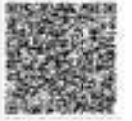
Mr. Harkanwar Jeet Singh, Asstt. A.G., Punjab.

Mr. Manoj Vashishtha, Advocate
for respondent No.2/complainant.

JASJIT SINGH BEDI, J.

The prayer in the present petition under Section 482 BNSS, 2023 is for the grant of anticipatory bail to the petitioner in case FIR No.119 dated 09.03.2025 (Annexure P-1) registered under Sections 420, 465, 467, 468, 471, 120-B IPC and Section 82 of Registration Act at Police Station Zirakpur, SAS Nagar, Mohali.

2. The brief facts of the present case are that a complaint dated 30.03.2024 was moved by Sanjeev Kumar (respondent no. 2/complainant) before the Senior Superintendent of Police, SAS Nagar, with the allegations that an agreement to sell dated 16.04.2019 of one incomplete house situated at Jarnail Enclave, Phase-2, Bhabat, M.C. Zirakpur was executed by its owner Anita in favour of Sanjeev Kumar (respondent No.2/complainant) and Surinder Singh (petitioner). The deal

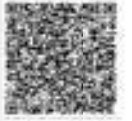
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was facilitated by Ramanpreet, acting as a dealer and the witness of the said agreement was Mehma (daughter of Anita). Before the execution of sale deed, the respondent no.2/complainant and petitioner came to know that there was a stay granted by the Court of the Additional Civil Judge (Senior Division), Chandigarh, on the share of Tulsi Ram (husband of Anita). Subsequently, the respondent no. 2 and petitioner cancelled the agreement to sell dated 16.04.2019 and executed a new agreement to sell on 18.10.2019, for which, the date for execution of sale deed was set as 05.04.2020. However, it is the case of the complainant/respondent No.2 that the subsequent agreement to sell was not signed by him. In this agreement, it was stipulated that the seller party would be bound to get the sale deed executed on the fixed date, after resolving the court case pending on the said property. On 09.02.2024, the respondent no. 2 came to know that while the case was pending, Surinder Singh (petitioner) managed to get the sale deed of three shares of the incomplete house executed in his favour vide vasika no.5004 dated 19.07.2023 from Sub-Registrar, Zirakpur without settling the rights of the respondent No.2/complainant. The seller party used a forged revenue record, in which the reference of a stay order was removed from the record and got the sale deed executed in the favour of Surinder Singh (petitioner). When respondent no.2/complainant obtained the revenue record from the record room, it came into light that the stay vide Rapat No. 1214 dated 25.07.2019 was still ongoing in the record and the revenue record, based on which the sale deed was executed, its inheritance mutation

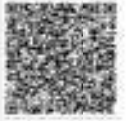
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number was 29814. When the respondent no. 2 went to the office of the concerned Patwari to check the revenue records on 13.02.2024, he saw that the revenue record which was used at the time of execution of sale deed was lodged in the Patwari's record but was not sanctioned. However, with the connivance of Patwari Manpreet Singh and Tehsildar Jaskaran Singh, it was sanctioned in the back date. In the sale deed, the actual date of birth of Dipankar, heir of late Tulsi Ram was 20.03.2007 but his date of birth on the Aadhar Card was forged to 19.03.2005 because, the date of birth being 19.03.2005, the said boy was a minor. Moreover, the revenue record which was used in the file bearing number: - PB/NOC/SAS/91786 submitted before the office of M.C. Zirakpur for obtaining NOC, in that revenue record, there was a stay on 43 shares of Tulsi Ram. Subsequently, the respondent no.2/complainant moved a complaint before Sub-Tehsildar, Zirakpur in this regard on 12.02.2024 but no action was taken upon it. The respondent no. 2 further stated in his complaint that it seemed that Patwari Manpreet Singh, Sub-Tehsildar Jaskaran Singh, Dipankar Garg (Garg Document Center), Khushpal Singh Advocate (witness no. 1), Anurag Advocate (witness no. 2) and Rashpal Singh in connivance with each other, got the sale deed executed in the favour of Surinder Singh (petitioner).

3. The enquiry on the complaint was conducted by the Incharge, Economic Offences Wing, SAS Nagar, who after conducting a thorough and detailed enquiry, found that Sanjeev Kumar (respondent no. 2) and Surinder Singh (petitioner) had together agreed to purchase a

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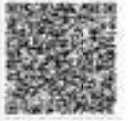
half-built house measuring 144.44 sq. yards at Jarnail Enclave, Phase-1, Bhabat Zirakpur. The deal for the said house with Anita was for Rs.35 lakh and was arranged by property dealer Ramanpreet Kaur. On 15.04.2019 Ramanpreet Kaur received a sum of Rs. 10 Lakh as token money. Then on 16.04.2019, after giving a sum of Rs. 15 Lakh cash to Anita by the respondent No.2/complainant the agreement to sell was scribed and the date for execution of the sale deed was fixed as 15.07.2019. Before the date of execution, Anita obtained a sum of Rs. 2.70 Lakh on 28.06.2019 in the presence of Ramanpreet Kaur from the respondent No.2/complainant and scribed its receipt on the agreement to sell. After this, the possession of the house was handed over and the respondent no.2/complainant spent about Rs. 9.30 Lakh for the renovation of the said house. Thereafter, both the parties extended the date of execution of sale deed from 15.07.2019 to 29.11.2019. In connection with the said house, Anita's husband's elder brother Rohtash had obtained a stay on the share of Tulsi Ram vide order dated 25.07.2019 by the Additional Civil Judge (Senior Division) and the entry for the same was made in the revenue department's record under Rapat No. 1214 dated 25.07.2019. Lateron, upon correction by the Court, the stay on Tulsi Ram's share was removed and there was a stay on the share of Bhawri Devi, mother of Tulsi Ram and the entry of the same was corrected in the revenue department through Rapat No. 972 dated 25.05.2023. Meanwhile, on 18.10.2019, Surinder Singh (petitioner), without informing the respondent no.2/complainant entered

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into an agreement to sell with Anita for Rs. 28 Lakh. The petitioner made the said agreement in the name of respondent no.2/complainant and his own name but the agreement does not contain the signature of the respondent No.2/complainant. The date for execution of the sale deed was fixed as 05.04.2020. After that on 19.07.2023, the petitioner got the sale deed executed of 108 sq. yards out of 144 sq. yards in his name from Anita (wife of Tulsi Ram), Dipankar (son of Tulsi Ram) and Mehma (daughter of Tulsi Ram). The fraud had been committed by getting the sale deed executed by tampering with Aadhar Card of Anita's son Dipankar, who was a minor.

4. From the enquiry conducted, the enquiry officer came to the conclusion that Surinder Singh (petitioner) and Anita, by colluding with each other and without cancelling the first agreement to sell, prepared a subsequent agreement to sell and then on 19.07.2023, Surinder Singh (petitioner) got executed the sale deed of 108 sq. yards of the house in his name from Anita, Dipankar and Mehma deceitfully. The sale deed was executed by tampering with the Aadhar Card of Anita's son Dipankar, who was a minor. Hence, offence under Section 420, 465, 467, 468, 471 IPC was made out against Surinder Singh (petitioner) and Anita.

5. The report of the enquiry officer was approved by Deputy Superintendent of Police, PBI/Economic Offences and Cyber Crime, Distt. SAS Nagar. Thereafter, the Senior Superintendent of Police, SAS Nagar obtained legal opinion from DA (Legal) and subsequently, upon

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the approval from Senior Superintendent of Police, SAS Nagar, the present case/FIR was registered against Surinder Singh (petitioner) and Anita for the offence under Sections 420, 465, 467, 468, 471, 120- B of IPC and Section 82 of the Registration Act.

6. The learned counsel for the petitioner contends that the dispute, if any, is of a civil nature which has been cloaked in criminal proceedings. No offence as alleged is made out. The sale deed was executed after the Civil Court had restricted the operation of the stay on the property to the extent of 1/4th share of the property only. As the case pertains to documentary evidence and the petitioner is ready and willing to join investigation, the petitioner is entitled to the concession of anticipatory bail.

7. A brief synopsis dated 04.08.2025 has been filed on behalf of the respondent No.2/complainant by the learned counsel for the respondent No.2/complainant. The same is taken on record. The learned State counsel along with the learned counsel for respondent No.2/complainant contend that a sum of Rs.17,70,000/- has been paid by the respondent No.2/complainant to Anita at the time when the first agreement to sell was executed on 16.04.2019. Later, a subsequent agreement to sell was executed without the knowledge of the respondent No.2/complainant by Anita in favour of petitioner-Surinder Singh on 18.10.2019. This sale deed names the respondent No.2/complainant as one of purchasers but apparently was prepared without the knowledge or consent of the respondent No.2/complainant and does not even contain



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his signature. A sale deed with respect to 108 Sq. yards out of 144 yard was thereafter executed by the family of Anita in favour of the petitioner showing Dipanker to be a major who was actually a minor at that time by tampering with the Aadhar Card. It is a clear-cut case where the accused including the petitioner have cheated the respondent No.2/complainant. As the offence *prima facie* stands established, the petitioner is not entitled to the concession of anticipatory bail.

8. I have heard the learned counsel for the parties.

9. The Hon'ble Supreme Court in the case of ***Sumitha Pradeep Vs. Arun Kumar C.K. & Anr.*** 2022 Live Law (SC) 870 held that merely because custodial interrogation was not required by itself could not be a ground to grant anticipatory bail. The first and the foremost thing the Court hearing the anticipatory bail application is to consider is the *prima facie* case against the accused. The relevant extract of the judgment is reproduced hereinbelow:-

“It may be true, as pointed out by learned counsel appearing for Respondent No.1, that charge-sheet has already been filed. It will be unfair to presume on our part that the Investigating Officer does not require Respondent No.1 for custodial interrogation for the purpose of further investigation.

Be that as it may, even assuming it a case where Respondent No.1 is not required for custodial interrogation, we are satisfied that the High Court ought not to have granted discretionary relief of anticipatory bail.

We are dealing with a matter wherein the original complainant (appellant herein) has come before this Court praying that the anticipatory bail granted by the



High Court to the accused should be cancelled. To put it in other words, the complainant says that the High Court wrongly exercised its discretion while granting anticipatory bail to the accused in a very serious crime like POCSO and, therefore, the order passed by the High Court granting anticipatory bail to the accused should be quashed and set aside. In many anticipatory bail matters, we have noticed one common argument being canvassed that no custodial interrogation is required and, therefore, anticipatory bail may be granted. There appears to be a serious misconception of law that if no case for custodial interrogation is made out by the prosecution, then that alone would be a good ground to grant anticipatory bail. Custodial interrogation can be one of the relevant aspects to be considered along with other grounds while deciding an application seeking anticipatory bail. There may be many cases in which the custodial interrogation of the accused may not be required, but that does not mean that the prima facie case against the accused should be ignored or overlooked and he should be granted anticipatory bail. The first and foremost thing that the court hearing an anticipatory bail application should consider is the prima facie case put up against the accused. Thereafter, the nature of the offence should be looked into along with the severity of the punishment. Custodial interrogation can be one of the grounds to decline custodial interrogation. However, even if custodial interrogation is not required or necessitated, by itself, cannot be a ground to grant anticipatory bail.

10. In the instant case, initially, Anita entered into an agreement to sell on 16.04.2019 with the petitioner and the respondent No.2/complainant and at that time, a sum of Rs.15 lakhs was paid by the

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respondent No.2/complainant to Anita. Later, when the said agreement was extended, a sum of Rs.2,70,000/- was also paid by the respondent No.2/complainant to Anita. Unknown to the respondent No.2/complainant, Anita executed another agreement dated 18.10.2019 in favour of the petitioner only as is apparent from the absence of the signatures of the respondent No.2/complainant on the said document. Later, a sale deed was executed with respect to 3/4th of the property in favour of the petitioner alone. Clearly, the rights of the respondent No.2/complainant have not been settled and he has been cheated of a huge amount of money. Further, the Aadhar Card etc. of a minor Dipanker S/o Anita were fabricated. Apparently, the commission of the various offences *prima facie* stand established.

11. In view of the aforementioned discussion, I find no merit in the present petition. Therefore, the same stands dismissed.

12. However, the observations made hereinabove are only for the purposes of deciding this bail petition and the Trial Court is free to adjudicate upon the matter on the basis of the evidence led before it uninfluenced by any such observations made herein.

(JASJIT SINGH BEDI)
JUDGE

07.08.2025
JITESH

Whether speaking/reasoned:- Yes/No
Whether reportable:- Yes/No