

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-18823-2025
Reserved on: 09.07.2025
Pronounced on: 31.07.2025

Nirmal Singh ...Petitioner
Versus
State of Punjab ...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. R.S. Cheema, Senior Advocate and
Mr. Bipan Ghai, Senior Advocate with
Mr. K.S. Nalwa, Mr. Raj Kamal, Mr. P.S. Singhal, Mr. Nikhil Ghai,
Mr. Aseem Atwal, Mr. Lalit Sharma, Mr. V.S. Bajwa, Mr. Satish Sharma,
Mr. BNS Marok and Ms. Ashima Attri, Advocates for the petitioner.

Mr. Akshay Kumar, AAG, Punjab.

Mr. P.S. Ahluwalia, Advocate, for the complainant.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
99	29.08.2022	Mataur, Distt SAS Nagar, Punjab	406, 420 IPC

1. The petitioner apprehending arrest in the FIR captioned above has come up before this Court under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking anticipatory bail.
2. In paragraph 14 of the bail petition, the accused declares that he has no criminal antecedents.
3. The facts and allegations are being taken from the status report filed by the State, which reads as follows:

“4. As per the contents of the FIR, that during the enquiry of complaint, complainant Amarjit Singh Chatha joined enquiry and got recorded his statements of other related witnesses were also recorded and relevant record produced by him was taken.

5. That during enquiry, statement and relevant records obtained it came to light that complainant met petitioner Nirmal Singh in year 2009, during their initial interactions' petitioner Nirmal Singh informed that he was engaged in the business of developing and selling colonies in Delhi and other locations and that he frequently bought and sold properties in the Mohali region. Over time, petitioner regularly vested the complainant's office, the two become acquainted.

6. That one-day petitioner Nirmal Singh approaches the complainant at his office and stated that he was in urgent need of money and wanted to sell his land situated in Village Jhanjheri and Village Machhali Kalan. In presence of witnesses, namely Dilbagh Singh and Labh Singh a deal was finalized at complainant's office regarding, the sale of these land parcels. As part of this agreement, the complainant agreed to purchase 1.25 acres of land in

Village Jhanjheri at price of Rs.32,45000/- per acre amounting to a total of Rs. 40,56,250/- and agreement was executed in presence of witnesses. As an initial payment, the petitioner issued a Cheque No.011977, dated 10.02.2020 for Rs.5,50000/- from ICICI Bank at his office located at SCO 123, Frist Floor Phase-7, Mohali. Subsequently, on 24.02.2020 a formal agreement to sell was executed in presence of same witnesses.

7. That additionally complainant agreed to purchase 22 Bigha 4¼ Biswa of land in Village Machhali Kalan at price of Rs.9,15,000/- per acre amounting to Rs.42,34,258/-. This agreement was also executed in presence of witnesses, namely Dilbagh Singh and Labh Singh. As a part of payment, complainant issued two cheques, Cheque No.011973 dated 10.02.2020 for Rs.10,00,000/- and Cheque No.011974 dated 13.02.2020 for Rs.5,00,000/- from ICICI Bank at the office of complainant formal agreement to sell was executed on 24.02.2020 in presence of same witnesses.

8. That following agreements petitioner Nirmal Singh granted explicit consent to the complainant to sell the land based on these agreements to sell, with the registration of sale deed scheduled for 30.11.2020, however as land prices increased petitioner Nirmal Singh neither encashed the cheques nor proceeded with the registration of the properties. In response, the complainant marked his attendance at Tehsil office in Kharar on 30.11.2020 to fulfil his legal obligation.

9. That relying on consent of petitioner Nirmal Singh, subsequently the complainant entered into further agreement to sell these properties to third party (i.e. Harinder Pal Singh Latter). However, due to petitioner Nirmal Singh's failure to complete the registration, a legal case has been filed by Harinder Pal Singh Latter against complainant for executing these agreements. Through these actions, petitioner Nirmal Singh has deliberately committed fraud by entering in agreements to sell, obtaining cheques from complainant and subsequently neither encashing nor returning the cheques, nor completing the sale registration after property prices escalated. Present petitioner Nirmal Singh was intimated to join enquiry, however despite multiple notices being sent to petitioner Nirmal Singh, failed to join enquiry. The above stated FIR got registered against petitioner Nirmal Singh. Consequently, FIR No.0099 (supra), was registered against petitioner."

4. The petitioner's counsel submits that the facts and circumstances of the case render it wholly improbable that the complainant would enter into an agreement to sell with the petitioner with the background that he is in litigation with the petitioner and an earlier criminal complaint filed by him is pending before the Court. It is also relevant to note that the agreement to sell was allegedly executed on 24.02.2020. It is significant that on 20.02.2020 the petitioner had got bail in Criminal Complaint No.31/2019 filed by the complainant and had attended the court on that date i.e. 24.02.2020 to furnish the bail bonds as directed in the order dated 20.02.2020. It is wholly unacceptable that when the petitioner was being prosecuted in a private complaint at the instance of complainant and has been compelled to come to Mohali to file bail bonds, in pursuit of his prayer for anticipatory bail, he would enter into an agreement to sell with the complainant, who was harassing him, in this nature. The absurdity of the situation is further highlighted by the fact that even on 02.03.2020, when the bail application of the petitioner came up for final hearing in the earlier criminal complaint, the complainant opposed the grant of bail to him. He further submits that it is the essence of the offences, both u/s 406 as also u/s 420

IPC is the requisite ingredient of intent. It is undeniable that at the time of the registration of the FIR, the petitioner did not have even a single penny of money allegedly paid by the complainant. With the admitted non-presentation of the cheques (though the entire agreement is disputed) and their validity having expired long back, there was no question of any misappropriation whatsoever. It shall be equally ridiculous to allege that the necessary ingredient u/s 420 CrPC existed. The petitioner has not gained anything from the bargain which is of course disputed by him.

5. 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 petitioner and his family.

6. The petitioner's counsel submits that the petitioner would have no objection whatsoever to any stringent conditions that this Court may impose, including that if the petitioner repeats the offense or commits any non-bailable offense which provides for a sentence of imprisonment for more than seven years, the State may file an application to revoke this bail before the concerned Court having jurisdiction over this FIR, which shall have the authority to cancel this bail, and may do so at their discretion, to which the petitioner shall have no objection.

7. The complainant's counsel oppose bail and submits that there are two dozens of FIRs pending in which the petitioner is involved; although the FIR in question was registered way back in August 2022, the petitioner being a highly influential person, nothing has happened in the matter and it was with the intervention of this Court, on the prayer made by the complainant, the file has moved and the petitioner had to come to this Court seeking bail; when the matter was pending before this Court, the petitioner approached the State and got the investigating officer changed.

8. The State's counsel opposes bail and refers to the reply.

REASONING:

9. Civil suits are pending between the parties qua the land in question, complainant or State failed to establish the encashment of the cheque which shows that possibility of the matter being civil in nature is writ large and once two views are possible one point is that the offence made is civil in nature, there would no jurisdiction for this Court to take it as criminal. On this ground alone, petitioner is entitled to bail. FIR relates to the year 2022 and the petitioner was not arrested, so there is no chance of petitioner to temper with the evidence. Three points raised by the complainant not found favour as nothing is mentioned in status report of State qua FIRs against the petitioner, the complainant also fails to point out that he approached higher authority for his arrest and as concern for the change of Investigating Officer, the complainant has also some right but he chooses not

to avail. As such, the petitioner is entitled for bail.

10. 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.

11. 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. Without commenting on the case's merits, in the facts and circumstances peculiar to this case, and for the reasons mentioned above, the petitioner makes a case for bail.

12. Given above, provided the petitioner is not required in any other case, the petitioner shall be released on anticipatory 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 Ilaqa 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.

13. While furnishing a personal bond, the petitioner 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)	

14. This order is subject to the petitioner's complying with the following terms.

15. The petitioner is 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 petitioner shall be in deemed custody for Section 27 of the Indian Evidence Act, 1872/ Section 23 of BSA, 2023. The petitioner 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 petitioner shall not be subjected to third-degree, indecent language, inhuman treatment, etc.

16. The petitioner shall abide by all statutory bond conditions and appear before the concerned Court(s) on all dates. The petitioner shall not tamper with the evidence,

influence, browbeat, pressurize, induce, threaten, or promise, directly or indirectly, any witnesses, Police officials, or any other person acquainted with the facts and circumstances of the case or dissuade them from disclosing such facts to the Police or the Court.

17. 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.

18. The significant consideration for granting bail is that the Court aims to give the petitioner another chance to course-correct, reform, and reintegrate into the community as an ideal citizen. To ensure that the petitioner also abides by the assurance made on the petitioner's behalf by not repeating the offence or indulging in any crime, it shall be desirable to impose the following additional condition.

19. This bail is conditional, with the foundational condition being that if the petitioner repeats the offense or commits any non-bailable offense which provides for a sentence of imprisonment for more than seven years, the State shall file an application to revoke this bail before the Special Judge/ Sessions Court having jurisdiction over this FIR, which shall have the authority to cancel this bail, and as per their discretion, they may cancel this bail.

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

21. 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.

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

31.07.2025

Jyoti-II

Whether speaking/reasoned:
Whether reportable:

(ANOOP CHITKARA)
JUDGE

Yes
No.