

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

2025:PHHC:155035



102-B

CRM-M-20498-2025 (O&M)

Date of decision: 11.11.2025

Tanuj @ Tanuj Kumar Singh

....Petitioner

V/s

State of Haryana

....Respondent

CORAM: HON'BLE MR. JUSTICE SUMEET GOEL

Present: Mr. Vinod Ghai, Senior Advocate with
Mr. Keshav Pratap Singh, Advocate,
Mr. Arnav Ghai, Advocate and
Mr. R.S. Bagga, for the petitioner (s).

Mr. Gurmeet Singh, AAG, Haryana.

Dr. Anmol Rattan Sidhu, Senior Advocate with
Mr. Kunwar Rajan, Advocate for the complainant.

SUMEET GOEL, J. (ORAL)

1. Present petition has been filed under Section 483 of BNSS 2023 on behalf of the petitioner for grant of regular bail in case bearing FIR No.143 dated 11.11.2024 registered under Sections 420, 467, 468, 471, 120-B of IPC, at Police Station DLF-II, District Gurugram.
2. The case set up in the FIR in question (as set out by the petitioner in the present petition) is as follows:-

“The complainant had filed complaint dated 18.07.2024 against (i) Mrs. Shashi Bala, (ii) Mr. Tanuj Kumar and (iii) Mr. Rishipal Singh in continuation of police complaint dated 26.06.2024 wherein it is mentioned that an agreement to sell dated 16.05.2024 was entered between the complainant and the

accused persons, wherein the accused persons agreed to sell and the complainant agreed to purchase and acquire all rights, title and interests of the accused persons in the property, bearing description as plot bearing No. 14, Road No. K-14, ad-measuring 146.93 sq. meters situated in the residential colony known as DLF City Phase-II (formerly known as DLF Qutub Enclave Complex) located around Village Sarhaul, Tehsil and District Gurugram, Haryana, a residential buildup house with basement. Stilt, First Floor, Second Floor, Third Floor, Fourth Floor and Terrace Floor with Occupation certificate Memo no. 12210, dated 10/10/2022, on and bounded as East Road West: Plot No. K-14/13 North: Road South: Creche (hereinafter referred to as the "said property"). The complainant in a bonafide manner had entered into the Agreement to Sell with accused persons who represented themselves as owner of said property. However, since the very inception, the accused persons had malicious intent to dupe the complainant. It was agreed between the parties to the ATS that the said property shall be sold by the accused persons and will be purchased by the complainant for a total consideration amount of INR 6,10,00,000/(Rupees Six Crore Ten Lakh Only) ("Total Consideration"). The complainant paid an amount of INR 61,00,000/- (Rupees Sixty-One Lakh Only) as earnest money ("Earnest Money") to the accused persons for the purchase of the said property. Furthermore, an amount of INR 3,00,000/(Rupees Three Lakh Only) has been deposited as TDS ("TDS") in lieu of purchase of the said property by the buyer vide two TDS Challans of INR 1,50,000/- (Rupees One Lakh Fifty Thousand Only) each, bearing challan numbers 00517 and 00577, both dated 25.06.2024. The accused persons had taken a loan on the said property, issued by ICICI Bank Limited through ICICI Bank Home Loan Account No. LBGHZ00005837204 ("Loan"). The accused persons and the complainant mutually agreed that the Loan will be cleared by the complainant post registration of the property at the office of Sub-Registrar, Gurgaon on behalf of the accused persons. Complainant, on the directions of the accused persons, prepared a Demand Draft dated 26.06.2024 to the tune of INR 2,67,30,000/(Rupees Two Crore Sixty-Seven Lakh Thirty Thousand Only) in favour of

'ICICI BANK LTD LOAN A/C NO. LBGHZ00005837204', which was to be handed over to the accused persons at the time of registration of sale deed at the office of Sub-Registrar, Gurgaon, Haryana, for clearing the loan taken by the accused persons against the mortgage of the said property. Furthermore, including the earnest money and the TDS paid by the complainant, the complainant has paid an overall amount of INR 3,24,70,000/- (Rupees three crore twenty-four lakh seventy thousand only) in multiple installments till 26.06.2024 out of the total consideration. As per the terms and conditions of the agreement, the sale transaction should have been completed on or before 1st July 2024 and a sale deed was required to be registered in favour of the complainant. However, as mutually decided by the accused persons and the complainant, the date of registration of sale deed for the said property was fixed for 26.06.2024. The accused persons defaulted in completing the pending interior and exterior work in the said property as per Annexure-A of the Agreement to Sell, and hence the remaining balance of INR 18,00,000/- (Rupees Eighteen Lakh Only) was with held by the complainant. Furthermore, a Memorandum of Understanding dated 26.06.2024 ("MOU") was entered into by the accused persons with the complainant, through which the possession of the said property was handed over to the complainant by the accused persons. Vide MOU it was agreed between the complainant and the accused persons that an amount of INR 11,00,000/- (rupees eleven lakh Only) shall be kept on hold for 45 days, within which the accused persons agreed to complete the remaining work in the said property as per the terms of the Agreement to Sell. It was agreed between the complainant and the accused persons that after withholding an amount of INR 11,00,000/- (rupees eleven lakh Only) as per the agreed terms of MOU, the remaining balance of INR 7,00,000/-(rupees seven lakh Only) would be received by the accused persons at the time of registration of sale deed. Prior to the date of the registration of sale deed, the complainant with an intention to show her commitment to purchasing of the said property, and following instructions of the accused persons, purchased a stamp paper valued of INR 15,00,000/-(Rupees

fifteen lakh Only) on 25.06.2024. The Complainant also agreed to purchase the additional required stamp paper for the remaining amount on the day of the registration of the sale deed in her favour. To the utter shock of the complainant, the accused persons after receiving the advance consideration to the tune of INR 3,24,70,000/- (Rupees three crore twenty-four lakh seventy thousand Only), as encapsulated in the executed Agreement to Sell, on the day of registration of the sale deed ie. 26.06.2024 as mutually agreed by the complainant and accused persons, the accused persons despite giving multiple assurances did not reach the office of Sub-Registrar, Gurugram, Haryana. It became explicitly clear to the complainant that the accused persons gave false assurances to the complainant by agreeing to be present at the office of Sub-Registrar, Gurugram on 26.07.2024. It also came to the complainant's knowledge that the accused persons had intentionally made false representations and the intention of the accused persons was only to dupe the complainant of her money from the very beginning. The accused persons have meticulously and systematically conspired to cheat the complainant to pay to the accused persons an overall amount of INR 3,24,70,000/- (rupees three crore twenty-four lakh seventy thousand only). The abovementioned callous and recusant acts on the part of the accused persons by keeping the complainant in dark, and making false representations and cheating the complainant of her money has caused a lot of hardship, agony, and harassment to the complainant. The actions of the accused persons have also caused a lot of injury to the complainant's reputation and prestige in addition to the harassment and mental agony and financial loss faced to the complainant. The complainant was worried about the fate of the consideration amount paid by her to the accused persons. The complainant tried to contact the accused persons several times, even through persons who were in mutual contact to both the accused persons and the complainant, but the accused persons refused to talk with the complainant and respond to any concern about the sale of the said property or in respect to refunding the said amount of INR 3,24,70,000/(rupees three crore twenty-four lakh seventy thousand only), already paid by the complainant to the accused

persons. Owing to the event where the accused persons time and again refused to make contact with the complainant and answer any of calls or messages, the complainant understood that the promises and assurances made by the accused persons were false and misleading, and were made with the sole motive to cheat the complainant. To the utter shock and dismay of the complainant, the accused persons along with their associates attacked and assaulted the on-duty security guard appointed by the complainant for the said property and forcibly tried to take the possession of the said property back from the complainant. Subsequently after the occurrence of the above-mentioned events, son of the complainant Mr. Sherin Nagpal made a written police complaint to the Station House Officer, N-Block, Gurugram, DLF Phase2 on 26th June 2024 vide complaint number 13227031240528 and vide parivad number 663-CAS. To the utter shock of the complainant, it came to her knowledge that the accused persons have conspired and made a false and a fabricated complaint to the Station House Officer, DLF PhaseII Police Station, Gurugram, Haryana on 02.07.2024, wherein the accused persons by forging the signature of the complainant produced a forged and fabricated agreement to sell dated 16th May 2024. This agreement to sell encapsulates multiple contradictions and clearly reflects that the said agreement to sell is full of factual and legal infirmities which clearly shows the intent of the seller is to dupe the complainant of her money. The agreement to sell attached by the accused persons with their police complaint dated 02.07.2024 is annexed as Annexure-5. The above-stated actions of the accused persons, the accused persons have gained a wrongful/unlawful profit and caused the complainant wrongful/unlawful loss, which has amounted to a great deal of distress, anxiety, mental agony, harassment, suffering and grave financial difficulty to the complainant. The accused persons have been unjustly enriched because the accused persons have by way of knowingly false misrepresentation, persuaded the complainant to fulfill her obligations as per the terms and conditions of the agreement, but the accused persons have not performed and completed the obligations on their part as per the terms of the Agreement to

Sell. Furthermore, the accused persons have also threatened the complainant and her family members in multiple ways on several instances and have repeatedly "warned" the complainant and her family members, about their clout and influence which would get the complainant and her family members into great trouble if the complainant asked for any refund of money which the complainant paid to the accused as earnest money in terms of the Agreement to Sell, or asked for registration of the sale deed for the said property, or took any legal action against the accused Persons. The accused persons have threatened the complainant and her family members that they will be killed by bouncers who are placed around the premises of the Said property by the accused persons."

3. Learned Senior counsel has submitted that the petitioner was arrested on 16.01.2023. Learned Senior has urged that the FIR in question essentially has civil overtones and has been given the criminal colour, so as to arm-twist the petitioner-side for an amicable settlement. Learned Senior counsel has further argued that investigation qua the petitioner is complete and challan stands filed. He has further argued that the petitioner was extended the concession of interim regular bail vide order dated 03.05.2025, which concession has not been misused by the petitioner. Thus, regular bail is prayed for.

4. Learned State counsel has opposed the present petition by arguing that the allegations raised against the petitioner are serious in nature and, thus, he does not deserve the concession of the regular bail.

5. Learned Senior counsel appearing for the complainant has vehemently opposed the grant of regular bail to the petitioner by arguing that allegations raised against the petitioner are serious in nature and in case the petitioner is extended the concession of regular bail, there is all the

likelihood that he may interfere with the investigation as also intimidate the witnesses and also the FIR-complainant.

6. I have heard counsel for the rival parties and have gone through the available records of the case.

7. The petitioner was arrested on 16.01.2023 whereinafter investigation was carried out and challan stands presented. The petitioner was extended the concession of interim bail on 03.05.2025. It is the common ground between the rival counsel that the concession of interim bail afforded to the petitioner vide order dated 03.05.2025 has not been misused. Total 21 prosecution witness have been cited and out of which none has been examined till date. It is not in dispute that culmination of trial will take its own time. The rival contentions raised at Bar give rise to debatable issues shall be ratiocinated upon during the course of trial. This Court does not deem it appropriate to delve deep into these rival contentions, at this stage, lest it may prejudice the trial. Nothing tangible has been brought forward to indicate the likelihood of the petitioner absconding from the process of justice or interfering with the prosecution evidence.

7.1. As per the averments made in the petition itself, there is one more FIR registered against the petitioner. However, this factum cannot be a ground sufficient by itself, to decline the concession of regular bail to the petitioner in the FIR in question when a case is made out for grant of regular bail *qua* the FIR in question by ratiocinating upon the facts/circumstances of the said FIR. Reliance in this regard can be placed upon the judgment of the Hon'ble Supreme Court in ***Maulana Mohd. Amir***

Rashadi v. State of U.P. and another, 2012 (1) RCR (Criminal) 586; a Division Bench judgment of the Hon'ble Calcutta High Court in case of *Sridhar Das v. State, 1998 (2) RCR (Criminal) 477* & judgments of this Court in *CRM-M No.38822-2022* titled as *Akhilesh Singh v. State of Haryana*, decided on 29.11.2021, and *Balraj v. State of Haryana, 1998 (3) RCR (Criminal) 191*.

Suffice to say, the further detention of the petitioner in custody is not required in the facts and circumstances of the case.

8. In view of the above, the petition is allowed. Petitioner is ordered to be released on regular bail on his furnishing bail/surety bonds to the satisfaction of the learned concerned CJM/Duty Magistrate. However, in addition to conditions that may be imposed by the concerned CJM/Duty Magistrate, the petitioner shall remain bound by the following conditions:-

- (i) The petitioner shall not mis-use the liberty granted.
- (ii) The petitioner shall not tamper with any evidence, oral or documentary, during the trial.
- (iii) The petitioner shall not absent himself on any date before the trial.
- (iv) The petitioner shall not commit any offence while on bail.
- (v) The petitioner shall deposit his passport, if any, with the trial Court.
- (vi) The petitioner shall give his cell phone number to the Investigating Officer/SHO of concerned Police Station and shall not change his cell-phone number without prior permission of the trial Court/Illaq Magistrate.
- (vii) The petitioner shall not in any manner try to delay the trial.

9. In case of breach of any of the aforesaid conditions and those which may be imposed by concerned CJM/Duty Magistrate as directed hereinabove or upon showing any other sufficient cause, the State/complainant shall be at liberty to move cancellation of bail of the petitioner.
10. Ordered accordingly.
11. Nothing said hereinabove shall be construed as an expression of opinion on the merits of the case.
12. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

(SUMEET GOEL)
JUDGE

November 11, 2025

Naveen

Whether speaking/reasoned:

Whether reportable:

Yes/No

Yes/No