



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

CRM-M-23421-2025

104

Date of decision: 01.05.2025

Jagdish Kumar

.....Petitioner

Versus

State of Punjab

.....Respondent

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Jatin, Advocate and
Mr. Neeraj Gandhi, Advocate for the petitioner.

Mr. Jastej Singh, Addl.AG, Punjab.

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.140 dated 30.04.2024 under Sections 406,419,420,467,468,471,120-B IPC registered at P.S Sohana, SAS Nagar, Punjab.

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

“ Copy of application no 6867/peshi SSP dated 08.12.2023 as follows: to SSP Sahib, SAS Nagar complaint against Harjinder Singh, Dealer (9872595178) and Bhagwan Singh (9779134574) (name as told by dealer), for committing cheating of 1 crore 37 lakhs by stating owner of land. Sir, it is requested that I Didar Singh S/o Prem Singh is R/o Village Baliali Tehsil and District SAS Nagar Mohali. that I expressed my interest in purchasing land with Harjinder Singh dealer R/o village Ballomajra Tehsil and district SAS Nagar Mohali and said Harjinder Singh recommended us to purchase 18 Marla land situated at Mundi Kharar, Tehsil Kharar and the seller with whom we struck the deal told his name as



Bhagwan Singh and showed us his Aadhar card and Pan card, the agreement to sell of the said land was executed with Paramjit kaur Wife of Didar Singh R/o Village Baliali Tehsil and District SAS Nagar Mohali. The agreement was executed on 28.08.2023 and Rs 60 lakhs were paid out of which 30 lakhs in cash and 30 lakhs by way of Cheque no 625959. Thereafter on 04.10.2023 Rs 10 Lakhs were paid as earnest money and thereafter Rs 7 lakhs were paid on 08.09.2023 to seller. Thereafter Rs 9 Lakhs were paid on 10.10.2023 by cheques no 716513 and Rs 6 Lakhs by cash, thereafter Rs 9 lakhs by Cheque no 670570 dated 12.10.2023 and Rs 9 lakhs 149707 on 12.10.2023, thereafter Rs 9 lakhs by cheques no 716517 on 13.10.2023, Rs 6 lakhs by cheques no 716518 dated 13.10.2023, Rs 7 Lakhs through cheques no 716519 on 14.10.2023 were paid to seller. The seller returned the cheques of Rs 30 Lakhs bearing no 625959 and took 3 cheque of Rs 9 lakhs each on 19.09.2023 saying that he is finding it difficult to present cheque of Rs 30 lakhs. Thereafter he was paid 3 lakhs in cash on 19.09.2023 accordingly the total amount come to Rs 1 crore 32 lakhs by Bhagwan Singh while forging his name and the sale deed was to be executed on 20.11.2023, however the impersonator of Bhagwan Singh did not come to execute the sale deed. Thereafter we kept on calling him for purpose of getting the sale deed registered but he kept on lingering the matter on pretext or the other, we requested him to hand over the possession but he kept on lingering that as well, then we found something fishy and then one day impersonator of Bhagwan Singh called us from mobile no 9779134574 and told us that we have been defrauded, we got it verified and came to know that Bhagwan Singh seller is an impersonator whereas real Bhagwan Singh is somebody else. I am requesting you good self to enquire the matter and my payments be got recovered. I would be highly thankful, your trust worthy Sd/ Didar Singh.”

3. **Contention**

On behalf of the petitioner

Learned counsel for the petitioner contends that the petitioner has falsely been implicated on the basis of disclosure statement suffered by co-accused. An agreement to sell was executed in favour of Paramjit Kaur (wife of



the complainant) on 28.08.2023. The sale deed was to be executed on 20.11.2023. Co-accused impersonated the real owner-Bhagwan Singh with a fake name but the real owner neither entered into said agreement to sell nor did he come present for execution of the sale deed on the date fixed despite extension of time. It is contended that Ravinder Pal Singh is the main accused, who was inimical towards the petitioner and on that account, he named the petitioner without any iota of evidence to show that the petitioner is beneficiary in the said agreement by any stretch. The dispute is civil in nature between the main vendor and the complainant and the name of the petitioner has figured thereafter on the disclosure statement of main accused.

Notice of motion.

On behalf of the State

On the asking of the Court, Mr. Jastej Singh, Addl.AG Punjab accepts notice on behalf of the respondent-State, who opposes the grant of anticipatory bail on the ground that the petitioner being hand in glove with co-accused cheated the complainant, thus his custodial interrogation is required to unearth the plot.

4. **Analysis**

Be that as it may, considering the fact that the dispute is civil in nature between the main vendor and the complainant and in the light of fact that the petitioner is not named in the FIR and his name has surfaced only in the disclosure statement suffered by co-accused, therefore custodial interrogation of the petitioner is not required at this stage.

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

01.05.2025
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| 1. Whether speaking/ reasoned | : | Yes /No |
| 2. Whether reportable | : | Yes /No |