



IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH
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CRM-18300-2025 in/and
CRM-M No.35882 of 2021
Date of decision: 19.05.2025

Anoop @ Anoop Singh Ahlawat and another ... Petitioners

Vs.

State of Haryana ... Respondent

CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA

Present:- Mr. Partap Singh, Advocate and
Mr. Manav Sharma, Advocate,
for the petitioners.

Mrs. Sheenu Sura, DAG, Haryana,
for the respondent-State.

Mr. Bhrigu Dutt Sharma, Advocate,
for the complainant.

MANISHA BATRA, J. (Oral)

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The application is allowed, as prayed for and copy of
agreement to sell along with receipt as Annexure R-4, is taken on record.

Main Case

1. The present petition has been filed by the petitioner seeking
anticipatory bail in the FIR mentioned below:-

FIR No.	Dated	Police Station	Sections
232	18.07.2021	Sector-6 Bahadurgarh, District Jhajjar	420, 406, 120-B and 506 of IPC

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2. Brief facts relevant for the purpose of disposal of the present petition are that the aforementioned FIR was registered on the basis of a complaint moved by the complainant Urmila alleging that she had entered into an agreement with the petitioner-Geeta Rani for purchase of a plot measuring 151 square yards situated near Omax City Bahadurgarh. The sale consideration amount was fixed to be Rs.87 lakhs. A written agreement was executed on 28.11.2020. The entire sale consideration amount had been paid by her. The possession of the plot was handed over to her. The petitioner Anoop Ahlawat then represented to the complainant that he used to do construction work and could get constructed shops on the property purchased by the complainant from petitioner Geeta Rani. On being so induced by him, she had given her consent. Construction of shops was raised by them and both the petitioners took a sum of Rs.1,02,48,000/- from the complainant as construction expenses as well as sale consideration amount. However, thereafter the co-accused Sanjay, Maheesh Ahlawat and Naveen took possession of the shops and put their locks on the same. For handing over the possession and for executing sale deed, they demanded another sum of Rs.31 lakhs. The complainant was compelled to give the same. Thereafter, it was agreed that the petitioner would execute sale deed in favour of the complainant. On 02.07.2021, the complainant took token from the office of Sub Registrar for getting the sale deed executed but the

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petitioners did not come forward for that purpose and demanded more money. By alleging that the petitioners had been blackmailing her and had cheated her, she prayed for taking action. After registration of FIR, investigation proceedings were initiated. Apprehending their arrest, the petitioners moved an application for grant of anticipatory bail which was dismissed by the Court of learned Additional Sessions Judge, Jhajjar vide order dated 27.08.2021.

3. It is argued by learned counsel for the petitioner that they have been falsely implicated in this case. Infact, possession of the shops has already been taken by the complainant. She even sent a legal notice to the petitioners on 31.07.2021 wherein this fact has been specifically admitted that the possession of the shops in question is with the complainant and she has given one of those shops to one Pooja Rani. The dispute is of civil nature. At the most, it is a case of breach of contract. The ingredients for commission of offences punishable under Sections 406 and 420 of IPC are not at all attracted in this case. Even otherwise, both the offences are antithesis to each other. The petitioner No.2 could not execute sale deed in favour of the complainant due to the fact that the necessary permission by the Municipal Council, Bahadurgarh has not been granted. The petitioners have already joined into the investigation. Their custodial interrogation is not required. Neither any recovery is to be effected from them. The allegation that they did not cooperate with

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investigation, has no basis. With these broad submissions, it is urged that the order for grant of interim bail deserves to be made absolute.

4. Per contra, learned Deputy Advocate General, Haryana assisted by learned counsel for the complainant has argued that the petitioner No.2 executed an agreement to sell her property in favour of the complainant but did not execute sale deed qua the same. Though she has been claiming that she is ready to execute sale deed in favour of the complainant but she has not taken any such steps. Financial loss to the tune of Rs.87 lakhs has been caused to the complainant. No exceptional or extraordinary circumstance for grant of bail is made out. Accordingly, it is urged that the petition does not deserve to be allowed.

5. This Court has considered the rival submissions.

6. The petitioner No.2 who is registered owner of the property in question had admittedly executed an agreement to sell the same in favour of the complainant and had also received the entire sale consideration amount. The contention raised by the petitioners' counsel that the complainant is in possession of this property, has not been controverted. Even otherwise from the material so placed on record, it is reflected that she is in possession thereof. It is debatable as to whether non execution of sale deed in favour of the complainant by the petitioner No.2 attracts commission of offences of cheating or criminal breach of trust. The petitioners have joined investigation. However, with regard to the

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contention that the petitioners have not cooperated with the investigation, it may be stated that the behaviour attributed to the petitioners cannot be considered as an instance of non cooperation, justifying denial for grant of pre arrest bail, since, an accused, while joining investigation, is not expected to make self incriminating statement under the threat that the State may seek withdrawal of the interim protection granted to them.

7. Given the nature of the allegations, the pre trial incarceration of the petitioners is not required. As such, without commenting on the merits of the case and in the circumstances peculiar to this case, the petitioners make a case for release on pre arrest bail. Accordingly, the petition is allowed and the order dated 02.09.2021 granting interim bail to the petitioner is made absolute subject to the compliance of the conditions laid down in Section 482(2) of Bharatiya Nagarik Suraksha Sanhita (BNSS), 2023.

8. Miscellaneous application(s), if any, also stand disposed of.

19.05.2025
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(MANISHA BATRA)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No