

CRM-M-30518-2024

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

CRM-M-30518-2024
Reserved on: 01.08.2025
Pronounced on: 29.08.2025

Prabhjot Singh

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Hitesh Chopra, Advocate and
Mr. Amit Kumar, Advocate
for the petitioner.

Mr. Jasdev Singh Thind, D.A.G., Punjab.

Mr. Akshay Kumar Jindal, Advocate and
Mr. Yashvardhan Goyal, Advocate and
Mr. Akhilesh Vyas, Advocate
for the complainant/victim.

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ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
170	10.09.2022	Ranjit Avenue, District Amritsar	420, 120-B, 201 IPC

1. The petitioner incarcerated in the FIR captioned above had come up before this Court under Section 439 CrPC, seeking regular bail.
2. In the bail application, the petitioner is silent about criminal antecedents.
3. The facts and allegations are being taken from the translated version of FIR, which reads as follows:

“To the Hon'ble Commissioner of Police Amritsar. Police against 1) Rajan Sharma employee of M/s Citi Financial Consumer Finance India Ltd 2) Officer of Kotak Mahindra Bank 3) Satinder Baweja wife Harkirat Singh Baweja 9517558115 4) Kanwar Dalip Singh son Harkirat Singh Baweja 628066065-9988531494, Prabhjot Singh Son Harkirat Singh Baweja 7009190073, 6) Manit Kaur Baweja Wife Prabhjot Singh Baweja 88378076087) Taranjot Kaur Baweja Wife Kanwar Dalip Singh Baweja, residents of 162 Imperial City, Loharka Road Amritsar 8360683534 under Section 166 166A/167/418/420/423/467/468/471/120B IPC and Section 82 of Indian Registration Act 1908 to get justice by registering case FIR against them. Respected Sir, I request that: I Kanwaljit Singh son of

Mr. Jagjit Singh resident of 60 D, Lawrence Road, Amritsar. I wanted to buy a property In Ranjit Avenue C Block Amritsar and I message that a property numbered 2315, C Block Ranjit Avenue, Amritsar with total area of 500 square yards is for sale. The said Satinder Baweja Kanwar Dalip Singh, Prabhjot Singh, Mani Kaur Baweja and Taranjot Kaur Baweja were having the possession of the said property No. 2315, C Block Ranjit Avenue, Amritsar established a meeting with them in the month of June 2019 and when in the month of June 2019 I met with Surinder Baweja, Kanwar Dalip Singh Prajot Singh Mani Kaur Baweja and Karanjot Kaur Baweja residents of Property No. 2315 C Block: Ranjit Avenue Amritsar and I showed by wish to buy the said property from them. On which all the said persons have assured me that this property No. 2315 Block C, Ranjit Avenue, Amritsar with registration date 1-6-2010 in the name of Satinder Baweja wife of Harkirat Singh Bawaja is registered thorough the Trust in Chairman and name it Improvement in also attested/verified on dated 3-6-2010, which is registered at Vasika No. 3166, page No. 1. Vol. No. 1024, Page No. 1819. They have also deposed that Satinder Baweja had transferred 250-250 square yards of the said property in the name of their grand daughter Mehar Baweja-minor daughter of Mani Baweja wife of Prabhjot Baweja and in this regard from the Hon'ble Court Shivraj Singh Ball Major Divisional Magistrate Amritsar vide order Dr. PCS Sub dated 2.5.2019 two Registries of 250-250 square yards cancelled to on land which have been 25-3-2011 and the said property No. 2315 C. Block, Ranjit Avenue, Amritsar is transferred by Satinder Baweja their son Kanwardalip Singh on 21-6-2019 by deed of ownership which is dated 21-6-2019. It document number is 2019-20/93/1/4390 and on their behalf the said Kanwar Dalip Singh Bawejs and his wLES Tarnjot Kaur and Mani Kaur have given me a report dated 23-8-2017 which in a lost report DDR of Sale Deed dated 1.6.2020 Register Date 3-6-2010 by Satinder Baweja in Train Amritsar to Chandigarh Intercity Express. Mutation They Paper presented in favour one of DDR and Kanwardlip Singh son of Harkirat Singh also showed to me. All the accused made me believe that said property is completely clean, without any encumbrance, and all the said accused said that the said the property is clean, and shown the documents about it, I got ready to after their assurances purchase this property. Firstly agreement was prepared and through Kanwardalip Singh son of Harkirat Singh, thereafter for the consideration of Rs. 90 lakhs (through Kanwaljit Singh) was verified/attested in the name of my son Sunny Chawla on dated 10-7-2019, which is document number 2019-20/93/1/5467 in which Kanwar Dalip Singh has admitted in writing that the said property was property number 2315, Block C. Ranjit Avenue, Amritsar is under no encumbrance, this property is not owned by anyone till date and it has also been written by him that he has not concealed any fact and all the original document have been delivered to me at the time of executing sale deed. After 10-7-2019 became the owner of the said property and I demolished this property and started itm reconstruction and spent Rs.30-35 lakh on Before registering construction. I this property, I personally went to the office of Amritsar Improvement Trust Amritsar to verify the documents of the said property and to satisfy myself. So,

when I got my sale deed executed, its transfer was also transferred in my name which has been approved and since three years I have been legally occupying the said land and using this property. Last week when present at my above property No. 2315, Block C, Ranjit Avenue, Amritsar, a person who claimed to be an employee of Kotak Mahindra Bank Limited told me about the case going on at Debts Recovery Tribunal- 1. Chandigarh . He gave me a copy of it judgment and said that this property in mortgaged to Kotak Mahindra Bank, which shocked me a lot because document regarding in there was no mortgage any document of property Trust Amritsar. There was no of this Improvement reference about the mortgage of the said property. that's why I bought this property believing that it is clean. I have come to know that the said Satinder Baweja along with Kanwar Dalip Singh, Prabhjot Singh, Mani Kaur Baweja and Taranjot Kaur Baweja plus the said property number 2315 Block C, Ranjit Avenue, Amritsar and took first loan of Rs. 40,00,000/- from M/s Citi Financial Consumer Finance India Ltd. after first loan and also and took mortgage the said Rs. 20,00,000/-property number was 2315, Block C, Ranjit Avenue, Amritsar. Thereafter M/s Citi Financial Consumer Finance India Ltd was taken over by Kotak Mahindra Bank and they have served the notices under Section 13 (2) 13 (4) to the said accused under the Sarfeesi Act and Hon'ble Judge HE. AN Norang Presiding officer DEEBTS RECOVERS TRIBUNAL 1. CHANDIGARH in his decision dated 7-6-2022 showed the said property number Amritsar 2315 to Block be Ranjit Avenue, mortgaged by the do said not accused. Whatever has been shown here, but till date there is no reference about this matter in any document. I understand that if the bank had given loan 10-11 years ago, why it has not been mentioned in any document, nor has it been mentioned or entered in the records of the Patwari and the Honorable Tehsildar Sahib, from which it is crystal clear that the bank officials had already known and colluded with them. It is the duty of the bank officials that whenever they give a loan, the entire record of that property is entered only after loan is issued. If the bank officers got entered the records in the records of Revenue Department or Improvement Trust then this cheating may not be happened with me. But as from the above facts is clear that the bank officials who are public servants, they have been playing the game of hide and seek and have not performed their duties well, due to which I am suffering such s huge loan and I have taken the prime price without asking, therefore the bank officials are also equal partners in the fraud which was done to me. On which I am now clear that all the above accused with the intention to inflict wrongful loss to me and for their wrongful gains and by lying before the Hon'ble Sub-Registrar that the said property No. 2315. Block C, Ranjit Avenue, Amritsar is not mortgage, sold, gift has got verified/attested the sale deed in my name. knowingly all these thing they inflicted wrongful loss to me by attested the sale deed of property No. 2315. Block C, Ranjit Avenue, Amritsar, while I have made payment through draft and cheque of Rs.90,00,000/- and its TDS has also been filled by me. I have never brought any need to the bank, nor does the bank have any liability on me. If there is anyone is under liability that they are the above accused persons (Bawaja family), they are responsible for its recovery. All the

said accused persons have colluded ALL with each other and thought-out conspiracy a 423, under and A with well-the under and Kanwaljit intention of deceiving me. Kindly register case against the said accused sections 166 / 166 A, 167 418 / 420 /467/468/471 / 120 B IPC Section 82 Indian Registration Act 1908 and give me justice. All the evidences are present. Sd/- Kawaljit Singh.”

4. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that further pre-trial incarceration would cause an irreversible injustice to the petitioner and their family.

5. 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.

6. The State's counsel opposes bail and refers to the status report.

7. It would be appropriate to refer to the following portions of the status report, which read as follows:

“12.ROLE OF THE PETITIONER: That it is pertinent to further submit here that on the basis of the investigation being carried out in the present case FIR No. 170 dated 10.09.2022 (supra), it has revealed that the property in dispute was sold to the complainant by co-accused Kanwardalip Singh Baweja S/o Late Harkirat Singh while executing a sale deed in his favour. This sale deed was witnessed by the present petitioner Prabhjot Singh and his mother co-accused Satinder Baweja and one Harprit Singh S/o Makhan Singh. It is worthwhile to mention here that the co-accused Kanwardalip Singh S/o Late Harkirat Singh who sold the property in dispute by executing sale deed in favour of the complainant Kanwaljit Singh is none else but real brother of the present petitioner Prabhjot Singh S/o Late Harkirat Singh. The co-accused Kanwardalip Singh in connivance and under a hatched conspiracy with his brother i.e. present petitioner Prabhjot Singh and Satinder Baweja i.e. mother of the present petitioner Prabhjot Singh and co-accused Kanwardalip Singh Baweja have sold the property in dispute which was already mortgaged in the loan with Citi Bank, which was taken over by Kotak Mahindra to the complainant Kanwaljit Singh.”

8. There is sufficient prima facie evidence connecting the petitioner with the alleged crime. However, pre-trial incarceration should not be a replica of post-conviction sentencing. Per the custody certificate dated 31.07.2025, the petitioner's total custody in this FIR is 01 year, 05 months and 21 days. Given the penal provisions invoked viz-a-viz

pre-trial custody, 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 further pre-trial incarceration at this stage.

9. 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. This order shall come into force from the time it is uploaded on this Court's official webpage.

10. Given above, provided the petitioner is not required in any other case, the petitioner shall be released on bail in the FIR captioned above subject to furnishing bonds to the satisfaction of the concerned Court and due to unavailability before any nearest Ilaqa Magistrate/duty Magistrate. Before accepting the surety, the concerned Court must be satisfied that if the accused fails to appear, such surety can produce the accused.

11. 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)	

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

13. 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.

14. 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.

15. 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 concerned 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.

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

17. 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.

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

(ANOOP CHITKARA)
JUDGE

29.08.2025
Jyoti Sharma

Whether speaking/reasoned: Yes
Whether reportable: No.