



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

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CRM-M-29197-2025 (O&M)

Date of decision: 14.07.2025

Sanjeev Rana

.....Petitioner

Versus

State of Punjab

.....Respondent

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present : Mr. R.S. Bagga, Advocate with
Ms. Anshul Rana, Advocate
for the petitioner.

Mr. Amit Rana, Sr. DAG, Punjab.

MANJARI NEHRU KAUL, J. (ORAL)

1. The petitioner is seeking the concession of bail under Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in case FIR No.168 dated 27.08.2024 under Sections 420 and 120-B of the IPC registered at Police Station Focal Point, Ludhiana.

2. On the last date of hearing, learned State counsel was directed to verify the authenticity of the submissions made by learned counsel for the petitioner with respect to the medical condition of the petitioner who was stated to be suffering from many medical ailments.

3. Medical status report of the petitioner by way of short affidavit of Kulwinder Singh, Superintendent, Central Jail, Shri Goindwal Sahib, has been filed in the Court today which is taken on record subject to all just exceptions. A copy of the same has been supplied to the counsel opposite.



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4. It has not been disputed by the learned State counsel that the petitioner is a known case of DM-2 (Diabetes Mellitus type-02) & CAD (Coronary-Artery-Disease) for which he was being given conservative medication; he was referred to Guru Nanak Dev Hospital, Amritsar, for his follow ups where he underwent a 2-D Echo Procedure with the following interpretations :-

“1) Mild Apex Hypokinetic Motions.

2) L.V.E.F. 50%

3) No MR/AR/TR

4. Grade-I L.V.D.D

5. IAS/IVS intact

6. No clot/Mass/PE seen.

After 2-D Echo he was sent back to Jail Premises & at present patient is Consuming Conservative treatment & doing well with well oriented to time, place & person.”

5. Learned counsel for the petitioner in addition to the submissions made on the last date of hearing qua the medical condition of the petitioner, has further stated that in a case triable by Magistrate, the petitioner has been in custody since 27.03.2025. Investigation is complete with challan being presented before the learned Trial Court. It has also been submitted that as per the case of the prosecution also there is no direct allegation against the petitioner nor was any recovery made from him. Furthermore, it has been submitted that identically placed co-accused Ajay Sharma has since been extended the concession of bail by the learned Trial Court vide order dated 27.06.2025. Learned counsel, therefore, prays that in the aforementioned facts and circumstances moreso when as many as 19 prosecution witnesses have



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been cited, and the petitioner is admittedly keeping indifferent health, he be extended the concession of bail as the possibility of the trial concluding in the near future does not arise.

6. Learned State counsel, while opposing the prayer and submissions made by the counsel opposite, on instructions, has not disputed the custody period of the petitioner nor has he, on instructions, disputed that the challan already stands presented against the petitioner. It has also not been disputed on instructions that identically placed co-accused Ajay Sharma has since been extended the concession of bail by the learned Trial Court. Learned State counsel has nevertheless reiterated the allegations levelled in the FIR which stands reproduced hereinunder:-

“This time recorded that after investigation and as per order of Hon'ble Commissioner Police Ludhiana a complaint PGD No. 217417/214561 dated 18.08.2024 by Antarpreet Kaur wife of Kuljit Singh resident of house no. 1237 near Dhuri Line Azad Nagar Abdulpur Basti Ludhiana + complaint PGD No. 219372/216582 dated 22.08.2024 by Hakumat Rai and complaint no. PGD No. 217168/214267 dated 18.08.2024 by Sunita Kataria against agent Ajay Sharma son of Paras Nath Sharma resident of house no. 120, Mall Road, Street Mata Jawalamukhi Mandir, Ward No. 52 Civil Line Ludhiana, agent Sanjeev Rana son of late Sh. Karanpal Singh resident of House No. 01 Saipuram Banjaryawala Dehradun (Uttarakhand) and Director of Vasu Merchants Pvt. Ltd. Company namely Mirza Ibrar Baig resident of 109 Shiv Bihar Kurala Rohini Delhi received in the police station through post for registration of case under Section 420, 120 IPC. That the brief fact of the complaint PGD No. 217417/214561 dated 18.08.2024 by Antarpreet Kaur is that: To the Police Commissionerate Ludhiana, Sub: Application for taking legal action against accused agent Ajay Sharma son of Paras Nath Sharma H. No. 120, Mall Road, Street Mata Jawalamukhi Mandir, Ward No. 52, Civil Line Ludhiana and for registration of criminal case for U/s 420/467/468/471/120-B IPC for cheating, misappropriating and forging the documents. Sir it is



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submitted as under:- 1 that applicant is innocent lady and residing at H.No. 1237, New, Dhuri Line, Azad Nagar, Ludhiana for the last so many years peacefully. 2. That the above said Ajay Sharma who is known to the husband of the applicant. In the month of February 2020, he approached the husband of the applicant and represented that he has link with the VASU Merchant Pvt. Ltd. Company registered office at 507, Crown Heights Building, Sector-10, Rohini, Delhi 110085, who has a need of accommodation for the use and occupation for installation of the ATM and requested to grant lease of the ground floor of the above said building measuring about 72 sq. yds. To the company for the period of 7 years and the monthly rent Rs. 18,500/-+ electricity actual bill company will be provided to applicant. The husband of the applicant died in the period of July 2020 and after death of the husband the applicant the accused Sharma again and again approached the applicant at her residential address. Relying upon the representation of the above said accused Ajay Sharma the applicant agreed to enter into the agreement and lease out his property to the company. The above said accused Ajay Sharma received 7,50,000/- by cheque no. 461583 of Punjab and Sind Bank as security from the applicant and represent that this amount will be count with FDR in the name of the applicant for the period of 6 years. it was agreed that as per the RBI guidelines company will give 0.8% annual rate of interest of maturity amount of Rs. 6,00,000/- to the applicant. He also agreed that company will give 5% increase in the rent year on present rent amount to the applicant. The lock in period is 7 years for the shop address above mentioned approved to install ATM. It was also agreed that the service charges is Rs.1,50,000/- for ATM installation which will be adjusted in above amount paid of Rs.7,50,000/- by the applicant. 3. That the applicant as per representation of the above said accused repair and renovated premises required for ATM, outside glass door, flooring and white wash as per specification given by the above said accused and completed entire work to hand over the possession to the company before 30 days. Electrical point was also provided by the applicant so as to suit the needs of the company represent by Ajay Sharma accused. 4. That after receiving the amount of Rs. 7,50,000/-from the applicant above said accused Ajay Sharma handed over one agreement signed by unknown person alleging signed by the Director by the compan company and also handed over certificate of PDFC NIDHI Limited, WB-4B, 4th Floor, Nangli Jalib, Janakpuri East, New Delhi-110058, alleging to the FDR for the period of 72 months. After that the above said accused Ajay Sharma the and the company



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never received the possession of the lease property as agreed after giving false representation and violated terms and conditions as mentioned in the agreement 27.01.2021. 5. That the applicant various times approached the above said accused Ajay Sharma to take the possession the lease property as agreed to install ATM by the above said Pvt. Ltd. The above said person lingering on the matter and put to the applicant to one pretext to the others. 6. That the applicant then become the suspicious and enquired the matter and it transpired that the above said accused Ajay Sharma has cheated the applicant and have a forged documents i.e Agreement, Certificate of FDR. The applicant visited Delhi address given in the agreement to verify the document and came to know that no such company existed in the name of Vasu Marchant Pvt. Limited and the PDFC NIDHI Ltd. Then the applicant also company on net i.e. Google and no such company is existing. 7. That from above said facts it is clear that the above said Ajay Sharma misrepresented the applicant and received the amount to cheat the applicant. The intention of the above said person to cheat the applicant was from the beginning. He also forged the agreement well as certificate of PDFC. The photo copy of agreement and FDR are attached herewith. 8. That the above said accused have cheated the applicant and also misappropriated his funds i.e. Rs. 7,50,000/- and forged the documents and as such, he has committed criminal offence u/s 420/467/468/471/120-B IPC. The applicant has no alternative except to approach to your goodself for justice and to get the proper justice every person has right to put his grievance before your goodself. It is, therefore, prayed, in the interest of justice that legal action against accused Ajay Sharma may kindly be taken and criminal case u/s 420/467/471/120-B IPC for cheating, misappropriating the funds of the applicant and forging the documents may kindly be registered. He be got punished according to law and proper justice to be given to the applicant. Applicant Sd...”

7. On a pointed query, learned State counsel has informed the Court that the petitioner has clean antecedents.

8. I have heard learned counsel for the parties and perused the relevant material on record.

9. The petitioner has been in custody in a magisterial trial

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since 27.03.2025; the case against the petitioner primarily hinges on documentary evidence which is already part of the challan. In the facts and circumstances as enumerated hereinabove, the possibility of the trial concluding in the near future seems remote. This Court, therefore, deems it fit to extend the concession of bail to the petitioner.

10. Accordingly, the instant petition is allowed. The petitioner be admitted to bail on his furnishing bail/surety bonds to the satisfaction of the Trial Court/Duty Magistrate concerned. However, it is made clear that anything observed hereinabove shall not be construed to be an expression of opinion on the merits of the case.

11. Needless to add, in case the petitioner misuses the concession of bail granted to him, the State would be at liberty to seek cancellation of the same.

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12. Since the petitioner has been granted the concession of regular bail, the instant application for grant of interim bail has been rendered infructuous and is dismissed as such.

14.07.2025

Vinay

**(MANJARI NEHRU KAUL)
JUDGE**

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No