

CRM-M-28427-2025

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CRM-M-28427-2025  
Reserved on: 03.07.2025  
Pronounced on: 30.07.2025

Darshan Singh ...Petitioner

Versus

State of Punjab ...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Surinder Garg, Advocate  
for the petitioner.

Ms. Pooja Nayar Sharma, DAG, Punjab.

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ANOOP CHITKARA, J.

| FIR No. | Dated      | Police Station                       | Sections                                                                                    |
|---------|------------|--------------------------------------|---------------------------------------------------------------------------------------------|
| 60      | 28.03.2024 | City Kotkapura,<br>District Faridkot | 419, 420, 465, 467, 468, 471,<br>506, 120B IPC (Section<br>111(1) of BNS added later<br>on) |

1. The petitioner incarcerated in the FIR captioned above had come up before this Court under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking regular bail.
2. In paragraph 16 of the bail petition, the accused declares that he has no criminal antecedents.
3. The facts and allegations are being taken from translated copy of FIR (Annexure P-1), which reads as follows:

*“Application for taking legal action and for registration of FIR against 1) Darshan Singh son of Puran Singh resident of Gali No.7, Niyanwali Basti, Kotkapura, (Mobile No.62843-xxxxx), 2) Jagdish Singh @DC son of Ajaib Singh resident of near Police Chowki Samalsar, Tehsil Bagha Purana (Mobile No.99882xxxxx), 3) Jasvir Kaur wife of Jaswant Singh resident of village Sibia, Distt. Bathinda (Mobile No.94632xxxxx), 4) Inderjit Singh who is account holder bearing No.200031838673 of SBI Branch Barnala, 5) Harbans Singh Stamp Vendor No.7079204 Barnala, 6) Rakesh Kumar Notary Public, Tehsil Complex Barnala, 7) Anju Rani Sharma who was*

disclosing above said Jagdish Singh @ DC as her brother and used to come with above said Darshan Singh, 8) Unknown person who disclosed himself as Jagdeep Singh son of Sukhmandar Singh resident of Bhupa Road Mujafarnagar (UP) who in connivance with each other executed a deal to sell the land measuring 93 kanals 10 marlas land situated in Kotkapura, by impersonating fake person, executing and entering agreement to sell and committed fraud. Sir, the request in application is as under: 1. That I Bhura Singh son of Nand Singh Aadhar No.943040657879 am resident of Duareana road Kotkapuara, Distt. Faridkot. I had to purchase land at Kotkapura. Regarding which I talked to dealer Darshan Singh and Jagdish Singh @ DC, who are doing work of property dealer since long and I knew them due to their work. 2. That above said Darshan Singh and Jagdish Singh @ DC told me that land measuring 93 kanals 10 marlas situated in Kotkapura is available for sale, which is situated in different Agwars. If you are interested to purchase the same, then we will introduce you with the owners of the land. As I aspirant to purchase land, I agree with above Darshan Singh and Jagdish Singh. Then about 2-3 days later, above said Darshan Singh and Jagdish Singh @ DC came to me, who introduced me with person namely Jagdeep Singh, who shown me land in Kotkapura which was one Tak situated in different Agwars. The detail of the same: In Agwar Ismial 7 kanals 2 marlas, Agwar Daraka 3 kanals 0.66 marlas, Agwar Nehra 79 kanals 7.40 marlas and Agwar Warring 1 kanal 0.66 marlas and on the same place 2 kanals 90.66 marlas. 3. That land being in one tak, I agree for the same. Then I made agreement of land with them and same was finalized as Rs.23,70,000/- per Killa. On the asking of above said Jagdeep Singh, on 19.5.2023, I went Tehsil Complex Barnala along with Darshan Singh and Jagdish Singh @ DC, Amarjit Singh son of Pirthi Singh, Harmeet Singh son of Sardul Singh resident of Kotkapura, where we met with person namely Jagdeep Singh. 4. That in Barnala person namely Jagdeep Singh told me that this land is joint with me, my brother Kuldeep Singh and my nephew Harjot Singh son of Kuldeep Singh. I can executed agreement to sell along on behalf of above said three persons and at the time of execution of agreement m to sell, Kuldeep Singh and Harjot Singh will also come. We perused the revenue record, Jamabandi and other papers and handed over Rs.40,00,000/- in cash as well as cheques as carnest money to above said Jagdeep Singh. The detail of cheques is as under:- Rs.7,50,000/- bearing Cheque No.158901 in the name of Jagdeep Singh, Rs.7,50,000/- and Rs.7,50,000/-bearing Cheques No. 158903 in the name of Harjot Singh (Two cheques were issued of Rs. 15,00,000/ of Punjab

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National Bank Branch Kotkapura) and after receiving Rs.25,00,000/- in cash, above said Jagdeep Singh checked the balance in the account, after taking two cheques from me, in a hatched conspiracy, took one stamp paper of Rs.4000/- from above said Harbans Singh Stamp Vendor, three shareholder of land namely Kuldeep Singh Aadhar No.876856438713, Jagdeep Singh Aadhar No.134394250574 and Harjot Singh Aadhar No.675487643476, residents of Kotkpuara got executed one agreement to sell in my favour on 19.5.2023 and got the Agreement to sell attested from Rakesh Kumar Notary Public, in which date for execution of sale deed has been fixed as 30.12.2023. 5. That after that the cheque bearing No.158901 was encashed on 31.5.2023 in the account No.09552011009967 of Punjab National Bank of Jasvir Kaur wife of Jaswant Singh resident of village Sibia, Distt. Bathinda Mobile No.9463264688. After that the cheque issued in favour of Harjot Singh was not encashed. Then on the asking of Jagdeep Singh, on 8.6.2023 I transferred Rs.7,50,000/- through RTGS vide cheque No. 158907 in HDFC Bank account No.50100503867220, IFSC Code 0007157 of above said Jagdish Singh @ DC. 6. That thereafter two months later on the asking of above said Jagdeep Singh, I transferred Rs.7,50,000/- on 18.8.2023 vide cheque No.158908 in the account No.20031838673 of Inderjit Singh, IFSC Code 0006341 SBI Bank Branch Barnala. 7. That after that on the asking of above said persons in the account of Jagdish Singh @ DC of HDFC Bank Branch Samalsar bearing account No.50200080944359, Bhura Singh transferred Rs.2,50,000/- through RTGS No. Yesbr520-23091898892685 from Yes Bank on 18.8.2023. 8. That after that Jagdeep Singh along with Darshan Singh and Jagdish Singh @ DC used to visit me several times. Some time Anju Rani Sharma used to come with Darshan Singh who disclosed herself as sister of Jagdish Singh @ DC. On demanding money by Jagdeep Singh, I handed over Rs.15,00,000/- on 29.5.2023, Rs.5,00,000/- on 15.7.2023, Rs.1,00,000/- on 25.7.2023 in the presence of my commission agent Ramesh Kumar son of Sh. Krishan Lal and Amarjit Singh son of Pirthi Singh to Darshan Singh and Jagdish Singh DC. The receipt of the same was given by Darshan Singh etc. time to time. Thereafter on their demand on 28.11.2023, Rs.1,50,000/- my relative namely Kirpal Singh son of Gursewak Singh resident of Kotkapura through Phonepay in account of Jagdish Singh @ DC. 9. That after that I told to above said Darshan Singh and Jagdish Singh @ DC that payment is ready, you get executed the Registry. On which above said persons started lingering on the matter. Then I got suspicion, then I put pressure upon above said Darshan Singh and Jagdish Singh @ DC to execute the Registry. Then they told me that

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*Jagdeep Singh, Kuldeep Singh, Harjot Singh have not gathered yet, so they want to extend the date of execution of Registry. On which Anju Rani Sharma sister of above said Darshan Singh, Jagdish Singh @ DC came to Tehsil Complex Kotkapura. on 21.12.2023 and got extended the date to 15.1.2024 to execute the Registry. On which I surprised. Then I started inquiring about this. From inquiry it came to know that the owners of above said land are Jagdeep Singh, Kuldeep Singh and Harjot Singh but he is not that Jagdeep Singh to whom I was introduced by Darshan Singh and Jagdish Singh @ DC. Then I met with original owner of the land and saw their original Aadhar cards. Then above said persons in connivance with each other, the Aadhar Cards numbers are not same which have been written the agreement. On asking about this deal and on showing the agreement to sell, the original owners of the land told that we have not executed any agreement regarding that land and we will not sell this land yet. 10. That after that I along with respectable persons went to above said Darshan Singh, where Anju Rani Sharma sister of Jagdish Singh @ DC met, then I asked from them about this fraud, firstly above said persons tried to linger on the matter, but on putting pressure by respectable persons, witnesses and by myself and on demanding my amount Rs.72,50,000/- from them, above said Darshan Singh and anju Rani Sharma became furious and started saying that we have to do cheating with you, so we have done, now you cannot do anything. If from today you talked about this land or demanded your money back, then we will get kill you, as we have relations with higher political leaders. Now you cannot do anything against us. 11. That by impersonating fake person by above said Darshan Singh and Jagdish Singh @ DC in place of original owners of land, by got preparing fake Aadhar cards, in connivance with stamp vendor and Notary Public, got entered and executed fake agreement to sell in my favour and committed fraud of Rs.72,50,000/- with me and now they are issuing threats of life and property. Now I have danger of life and liberty from above said persons. So it is requested that while taking immediate legal action FIR be registered against above said persons, who in connivance with each other, by impersonated fake person, by producing fake Aadhar cards, by executing fake agreement to sell in my favour, committing fraud of Rs.72,50,000/- and for issuing threats of elimination. I be compensated and justice be done to me. Thanking you. Sd/-Bhura Singh s/o Nambar Singh resident of Duareana Road Kotkapura, Distt. Faridkot. Mob. No.94177-30175, 2936-PC-8-23 dated 26.12.2023."*

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4. Petitioner seeks bail on parity with co-accused Jagdish Singh alias D.C., who was granted bail by this Court vide order dated 08.04.2025 passed in CRM-M-11408-2025.

5. 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. Counsel further 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 reply.

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

*“Role of the petitioner:*

*i) Petitioner alongwith co-accused Jagdish Singh @DC was instrumental in introducing the complainant with fictitious seller of the property.*

*ii) On his inducement, the complainant entered into an agreement to sell with the fake sellers and transferred an amount of Rs.72,50,000/- as sale consideration of the property.*

*iii) Petitioner and co-accused alone had received Rs.21,25,000/- from the complainant.*

*iv) Petitioner has arranged the impersonator Jagdeep Singh.”*

REASONING:

8. Allegations against the petitioner are that he along with co-accused Jagdish alias D.C. and others, had cheated the complainant for an amount of Rs.72,50,000. 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 and also the fact that co-accused with same role has already been granted bail by this Court. Per the custody certificate dated 02.07.2025 the petitioner's total custody in this FIR is 08 months & 06 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.

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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.

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.

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

(ANOOP CHITKARA)  
JUDGE

30.07.2025  
anju rani

Whether speaking/reasoned: Yes  
Whether reportable: No.