2025:PHHC:174842

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT CHANDIGARH

209-3

CRM-M-28496-2025 (O&M)
Date of decision: 15.12.2025

Man Singh and another **...Petitioners**

Versus

State of Punjab **...Respondent**

CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA

Present:- Mr. R. S. Rathour, Advocate
for the petitioners.

Ms. Sakshi Bakshi, AAG, Punjab.

Mr. Abnash Singh, Advocate
for the complainant.

MANISHA BATRA, J. *(Oral)*

1. Prayer in this petition, filed under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023 *(for short 'BNSS')*, is for grant of anticipatory bail to the petitioners in case bearing FIR No. 76 dated 27.03.2025, registered under Sections 406 and 420 of IPC at Police Station Sohana, District SAS Nagar.

2. The aforementioned FIR was registered on the basis of a complaint lodged by complainant Amarpreet Singh alleging therein that he was interested in buying a house in SAS Nagar (Mohali). Co-accused Rajinder Singh, who is a resident of Mohali, was contacted. He represented to the complainant that one Amardeep Singh @ Nippy owned a house and thereafter introduced him to accused Amardeep Singh, who met the complainant in the

presence of co-accused Manjeet Kaur (Rajinder Singh's wife) as well as Harpreet Kaur, wife of Amardeep Singh. All of them represented to the complainant that the petitioner, who owned a house in Sector 86, Mohali, and his daughter-in-law petitioner Harwinder Kaur, were interested in selling the said house. The co-accused made the complainant talk to petitioner Harwinder Kaur, who told him to go ahead with the bargain and pay earnest money to Amardeep Singh, assuring that her father-in-law petitioner Man Singh would execute the sale deed in his favour. Believing all of them, the complainant entered into an agreement to sell on 21.02.2024. The agreement was signed by accused Amardeep Singh as vendor, while co-accused Rajinder Singh stood as an attesting witness to the same. An amount of Rs.40,00,000/- was paid as earnest money and an amount of Rs.1,00,000/- was given to co-accused Manjeet Kaur and Harpreet Kaur as commission in equal shares. Subsequently, on the asking of the co-accused Rajinder Singh and Amardeep Singh, the complainant paid an amount of Rs. 3,00,000/- on 11.03.2024; Rs. 30,00,000/- on 16.03.2024; Rs. 2,00,000/- on 01.04.2024 and Rs. 6,00,000/- on 03.04.2024 in cash to them. However, no sale deed was executed in his favour and the co-accused started putting off the matter on one pretext or the other and thereafter extended threats to him. After registration of the FIR, investigation proceedings were initiated and are underway. Apprehending their arrest, the petitioners moved an application for grant of anticipatory bail, which was dismissed by the Court of learned Additional Sessions Judge, S.A.S. Nagar, vide order dated 07.05.2025.

3. It is argued by learned counsel for the petitioners that they have been falsely implicated in the present case. In fact, the co-accused Amardeep

Singh had approached them for purchase of their house. An agreement to sell was entered into between them for the said house on payment of total sale consideration of Rs. 1.75 crores. The purchaser, namely accused Amardeep Singh, had paid earnest money to the tune of Rs. 20,00,000/- to them, out of which Rs. 10,00,000/- was received from the account of Amarpreet Singh. An amount of Rs. 5,00,000/- was paid in cash by accused Amardeep Singh and an amount of Rs. 5,00,000/- was received from the account of the complainant. Due to similarity in the names of accused Amardeep Singh and complainant Amarpreet Singh, the petitioners could not come to know that an amount of Rs. 10,00,000/- had been deposited from the account of the complainant. Moreover, they did not know the complainant nor were they aware of the fact that any transaction had taken place from the bank account of the complainant. The petitioner No. 1 is an 83years old person, whereas petitioner No. 2 is a homemaker, whose husband is residing abroad. There is no male member in their family. They blindly trusted accused Amardeep Singh. It is further argued that after execution of the agreement to sell with accused Amardeep Singh, he voluntarily backed out from the deal and requested for refund of the earnest money, which was refunded by them in the same manner as it was received. The petitioners paid an amount of Rs. 7,00,000/- in cash to co-accused Amardeep Singh, an amount of Rs. 10,00,000/- was returned to the bank account of the complainant and Rs. 5,00,000/- was returned to the bank account of the co-accused. The petitioners also obtained a handwritten receipt from accused Amardeep Singh with regard to cancellation of the deal. They were not at all aware of any deal between accused Amardeep Singh and the complainant qua their property. They had never asked the complainant to pay any money to them. The amount of money transferred to their bank account has already been returned. They themselves are victims. They are ready to join the investigation. Their custodial interrogation is not required. No recovery is to be effected from them as they have not received any benefit from the transaction. It is, therefore, urged that the petition deserves to be allowed.

4. *Per contra*, learned State counsel, assisted by learned counsel for the complainant, has argued that the petitioners, in connivance with the co-accused, allegedly duped the complainant of an amount of Rs. 92,00,000/-. Their custodial interrogation is required. Hence, the petition is liable to be dismissed.

5. This Court has heard learned counsel for the parties and perused the record.

6. The record reveals that an amount of Rs. 10,00,000/- was transferred into the bank account of petitioner No. 1, which was subsequently returned. The agreement to sell is shown to have been executed between co-accused Amardeep Singh and the complainant and not between the petitioners and the complainant. Considering the entire circumstances and the nature of the allegations levelled against the petitioners, this Court is of the considered opinion that the pre-trial incarceration of the petitioner is not required, keeping in view the fact that whatever amount of money was transferred to them stands returned. There is nothing on record to show that the petitioners played any active role in the entire transaction. Rather, it appears that the co-accused, in connivance with each other, duped the complainant of a huge amount of money. Taking into consideration the above-discussed facts, this Court is of the considered opinion that the petitioners have made out a case for grant of

2025:PHHC:174842

pre-arrest bail. Accordingly, the petition is allowed, subject to the petitioners surrendering before the Investigating Officer and joining the investigation within a period of ten days from today. In the event of their arrest, the Investigating/Arresting Officer shall release the petitioners on bail subject to their furnishing personal/surety bonds to his/her satisfaction.

7. It is made clear that any observation made herein above is only for the purpose of deciding the present petition and the same shall have no bearing on the merits of the case.

15.12.2025 **(MANISHA BATRA)**
Waseem Ansari **JUDGE**

Whether speaking/reasoned *Yes/No*

Whether reportable *Yes/No*