

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

2025:PHHC:120471



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CRM-M-32143-2025 (O&M)

Date of Decision: 04.09.2025.

Gurdeep Singh @ Dipa

...Petitioner.

Versus

State of Punjab

...Respondent.

CORAM: HON'BLE MRS. JUSTICE SUKHVINDER KAUR

.....

Present: Mr. Kuldeep Singh, Advocate for the petitioner.

Mr. P.S. Pandher, AAG, Punjab.

SUKHVINDER KAUR, J. (Oral)

Present petition has been filed under Section 482 of BNSS, 2023 for grant of anticipatory bail to the petitioner in FIR No.24 dated 04.02.2025 under Sections 420, 120-B IPC, registered at Police Station Mullanpur, District SAS Nagar, Mohali.

The FIR in question was registered on statement of one Sanjay Bansal against the petitioner and other persons, wherein it was stated that his son Chaitanya Bansal was friend of one Prince Kajla. Said Prince Kajla told his son that a land was available in New Chandigarh for the purpose of constructing Farm House. He further stated that his family was also planning to purchase the said land, which was being offered at a lower price. Prince Kajla and his father Arun Kajla told the complainant that three persons, namely, Gurmail Singh, Mewa Singh and Nasib Singh were vendors of the said land and they were offering 3 acres of the land to be

sold. Then Prince Kajla and Arun Kajla took the complainant and his son to Balraj Singh Gill, Jarnail Singh Gill and Amitinder Singh, who told the complainant that while Gurmail Singh and Mewa Singh were demanding Rs.75 lakhs per acre, but it was presumed that they would agree to sell the said land @ Rs.65 lakhs per acre. Further, it was also informed that Naseeb Singh was demanding Rs.90 lakhs per acre but would agree to sell @ Rs.75 lakhs per acre. After the meeting, Prince Kajla and his father Arun Kajla succeeded in convincing the complainant to purchase the land. So he along with his son met the vendors Gurmail Singh, Mewa Singh and Naseeb Singh. On 19.06.2024, he visited the said land along with his son, where the aforesaid vendors were present. A cash payment of Rs.2.05 crores was made to the vendors and an amount of Rs.12,70,000/- was also paid through two different cheques without filling the name of payee on the cheques. It was further contended that the complainant also handed over a blank signed cheque to Arun Kajla, who promised to return the same after the sale deed is executed. The date for execution of sale deed was fixed as 20.06.2024. Thereafter, when on the said fixed date, he went to Tehsil in order to get the sale deed executed, he was told that Tehsildar had refused to register the sale deed. It was also conveyed that Power of Attorney and Will could be executed in favour of the complainant. The complainant agreed to the same and got executed General Power of Attorney and Will of land measuring 14 Bighas 8 Biswas but when he went to take possession of the same, he learnt that the said land was already sold to one Quarks City Company and one Fauja Singh. Feeling aggrieved, the complainant asked all the above said accused persons about the same but they did not give any satisfactory reply, rather they threatened the complainant to implicate him in some false case.

Accused Balraj Singh Gill and Jarnail Singh also threatened the complainant. Accordingly, FIR in question was registered regarding fraud of Rs.2.05 crores, committed by the accused persons with the complainant.

The Power of Attorney was executed in respect of land of 'Shamlat Deh Hasb Rasad' over which there is a statutory restriction on sale. So, the petitioner, in connivance with other co-accused, indulged in fraudulent sale of the land, that forms part of Shamlat Deh, thereby cheating the complainant for a huge amount.

Learned counsel for the petitioner contended that the petitioner has not been named in the FIR and has been arrayed as an accused on the basis of disclosure statement of co-accused Jarnial Singh. The petitioner was not a part of the alleged transaction and had not entered into any agreement to sell or had not executed any sale deed. He submitted that the petitioner's role is minor, isolated and distinguishable from that of the main accused, who allegedly negotiated, induced and received the lion's share of the alleged consideration. The petitioner is not a co-owner or registered owner of the land in question. The allegations qua the petitioner are only regarding receiving of Rs.11 lakhs from the complainant by misrepresenting himself as one of the co-owners of the land in question. He submitted that the petitioner is having clean antecedents and he is ready and willing to join the investigation and the present petition be allowed.

Notice was issued in this case on 11.06.2025 and status report was called from the State, which was filed in the Court and the same was taken on record.

Per contra, learned State counsel has opposed the petition while contending that the petitioner along with other co-accused cheated and

defrauded the complainant to the tune of Rs.2.05 crores and received Rs.11 lakhs from the complainant, though he was not the co-owner of the land in question and as such he is not entitled to the concession of anticipatory bail.

Heard.

The name of the petitioner surfaced in the present case only on the basis of statement of co-accused Jarnail Singh and copy of said statement has been appended with the status report as Annexure R1/T, wherein he stated that he got into an agreement to sell two acres of land occupied by Gurmail Singh, Mewa Sinkgh and Gurdeep Singh for Rs.60 lakhs. This land was currently occupied by Gurmail Singh, Mewa Singh and Gurdeep Singh and regarding this deal Gurmail Singh and Mewa Singh received Rs.14.50 lakhs each and Gurdeep Singh, the co-owner of the same area received Rs.11 lakhs in his presence. Since they did not have share in this land, they contacted Amitinder through him and dealer Gurmail Singh @ Gela, who had existing shares of this area. Writing annexure R2/T has also been appended along with the status report regarding receiving of Rs.11 lakhs by Gurdeep Singh, which was thumb marked by him.

Thus, as per the allegations, the petitioner by misrepresenting himself as one of the co-owners of the land in question received Rs.11 lakhs from the complainant. The custodial interrogation of the petitioner is required for fair and proper investigation in the present case and denial of custodial interrogation of the petitioner will adversely effect the investigation in the present case.

Accordingly, the present petition stands dismissed. However, nothing observed herein above shall be construed to be an expression of

opinion on the merits of the case. The observations recorded above are only for the purpose of deciding the present bail petition.

Pending application(s), if any, shall also stand disposed of.

(SUKHVINDER KAUR)
JUDGE

04.09.2025.
Komal

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