

2025:PHHC:076123



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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-32517-2025
DECIDED ON: 16.06.2025

HARJINDER SINGH ALIAS GANJU

.....PETITIONER

VERSUS

STATE OF PUNJAB

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. P.S. Dhaliwal, Advocate
for the petitioner.

SANDEEP MOUDGIL, J (ORAL)

1. Prayer

The jurisdiction of this Court has been invoked under Section 482 of BNSS for the grant of anticipatory bail to the petitioner in case FIR No.24 dated 13.02.2025 under Sections 318 (4), 61 (2) of BNS 2023 registered at Police Station Samrala, District Ludhiana.

2. Prosecution story setup in the present case as per the version in the FIR as under:-

“Application on behalf of Harbhajan Singh and Vinay Garg. Stated that we both for purchasing the six acre land gave Rs.5 lacs as earnest money to Harjinder Singh son of Gamdoor Singh resident of Gujran Bibipur, Patiala, Kulwinder Singh son of Karam Singh resident of Manupur, Jaspal Singh son of NAib Singh resident of Manupur and one lady and one more person and Rs.50 lacs was given on different-different time. That in the last week of August 2024

above Kulwinder Singh came to our office situated at Khanna Road Samrala and contacted to me and said to me that land situated at Village Manupur is for sale if you want purchase then my relative Harjinder Singh can get it purchased for you and the above Kulwinder Singh has concealed the things that above land is belongs to him and his family. Accordingly he contacted me with Harjinder Singh and when I talked with Harjinder Singh he told that stop for some time and we will contact himself with you. In the first week of November Harjinder Singh contacted us and meeting was fixed and on 06.11.2024. After that on 06.11.2024 Harjinder Singh and his friend Kulwinder Singh, Jaspal Singh and some more persons were also alongwith him. Kulwinder Singh and Ram Singh (Jaspal Singh) told to us that at Village Manupur about 48 acre land and one motor is of one family. We have made the agreement with Harjinder Singh. Above persons at village Manupur shown to us a front land on the link road and they have also given the Map of the land and we came back at our office Samrala. They have also given the copies of Jamabandies and Map of the land and my friend has made an agreement of the land @ Rs.50 lacs per acre and we have given Rs.1 lac in cash to the above said persons. Harjinder Singh and Kulwinder Singh told to us that the name mentioned in the column of ownership in Jamabandi, Kulwinder Singh son of Karam Singih, Baljinder Singh son of Karam Singh and Baljit Singh son of Bhajan Singh and KARAM Singh son of Bhajan Singh and Parpinder Singh son Kuldeep Singh all residents of MANUPUR had also made the promise that share of Kulwant KAur wife of Bhag Singh and TEjinder Singh son of Bhag Singh will also given to you after purchasing the same. The agreement which was got written on that Kulwinder Singh, Balwinder Singh, Parminder Singh, Kuldeep Singh, Karam Singh has put their signatures and on the sale deed Avtar Singh son of Ballabgarh r/o Patiala and Jaspal Singh s/o Naib Singh r/o Manupur made their signature as witness. The above persons which has shown us the agreement it was of three month old but now on dated 07.11.2024 new agreement has been given to us. On asking they said that old

agreement has been cancelled and we made faith upon them. During this Harjinder Singh made a call to me that our relative due to serious condition admitted in Hospital and we need Rs.5 lacs more and for proving this fact Harjinder Singh sent the photo on my whatsapp number of one old person who was in illness condition. By seeing that I immediately paid Rs.25000/- on google pay on scanner sent by him. After this all above four persons on the same day received Cheque No.000035 of Rs.3 lac and Rs.75000/- in cash. And also said that due to illness of relative the agreement will be made after a gap of some time. After repeatedly calling by us on dated 25.11.2024 was fixed for writing the agreement. After writing the agreement at our office Samrala whereby me and my friend Vinay Garg gave Rs.19 lacs cash to above said persons and cheque of Rs.16 lacs and in this way the total earnest money of Rs.40 lacs has been paid. The amount which was given through cheque in which Rs.3 lacs bearing cheque No.000035 in favour of Harjinder Singh and Rs.10 lacs cheque No.000014 in favour of Harjinder Singh and Rs.2 lacs vide cheque No.000040 in favour of real owner Kulwinder Singh and Rs.1 lac cheque No.000041 in favour of Kuldeep Singh and Rs.2 lacs vide cheque No.000042 in favour of Kulwant Kaur and Rs.1 lac vide cheque No.000043 in favour of Parpinder Singh. At that time our friend Sarabjit Singh r/o Khatra was present as witness. The above person Jaspal Singh who telling himself as a Ram Singh and he has also having Aadhar Card of this name. He and Harjinder Singh said that according to the Jamabandi the agreement is in the name of him and Ram Singh. The agreement will be made by Ram Singh directly. Old agreement which is in the name of Harjinder Singh there is no signature of Ram Singh on that and I will made direct agreement for the same. According the above said person who telling himself Ram Singh received Rs.7 lacs for agreement from us and in this way Rs.5 lacs cash and Rs.2 lacs by way of cheque and after this on dated 19/20 December Ram Singh by calling to me demanded Rs.1 lacs on the ground of need and after two days said that my son is coming to your office and gave money to him and after that his son came to our

office and receipt Rs. 1 lac and on dated 30.11.2024 again Harjinder Singh called to me and said that Darshan Singh who is residing in Calcutta also wants to sold his land. This land is adjoining to the land under agreement and he said that I am going to Calcutta for making agreement of the above said land and by showing this he sent the photo on whatsapp while he was sitting in the train. After some days he again called on phone that I have written the agreement in Culcatta of above said land in my name. Regarding this agreement stamp paper has also been sent to us on whatapp. During this time he again put his faith to us and we have sent Rs.2 lac in the account of Darshan Singh through cheque and above Harjinder Singh came back from Calcutta and made a meeting with us on 12.12.2024. During the meeting on the name of Darshan Singh's land he received Rs.12 lacs as earnest money i.e. Rs.6 lacs in cash and Rs.6 lacs through cheque. After 10 days of this agreement Harjinder Singh told me on phone the land of our relatives is also on the sale. Regarding this land on 31.12.2024 Harjinder Singh with three more persons reached at Samrala Court meeting with me and my friends. When he was talking regarding above said land then we made doubt upon his talks. On asking the question by us he went away with his friends from there. That on the suspicion of Harjinder Singh we made the inquiry of above said persons deeply and it came to know that friend of Harjinder Singh who is telling himself as Ram Singh who is resident of Manupur of Jaspal Singh and he with intention to cheat us made forged agreement and identity cards and Harjinder Singh shown us the agreement which was made by him to earlier party and signature which has been shown to us the real owner they are also forged. It is also found that the above said agreements are forged and in this conspiracy Kulwinder Singh, Harjinder Singh, Jaspal Singh and some more persons and one lady are involved. We continuously called these persons to get the sale deed executed but these persons threatened us. Action be taken against these persons for committing fraud and cheating us and our money be got recovered. Your sincerely

*Harbhajan Singh son of Ranjit Singh r/o Samrala 9261225000. Sd/-
Vinay Garg son of Satish Kumar r/o Samrala."*

3. **Contention**

On behalf of the petitioner

Learned counsel for the petitioner submits that the petitioner has been falsely implicated in the present case and there is a delay of more than three months in lodging the FIR, which has been lodged by Harjinder Singh, who is acting as a property dealer qua the property owned by Baljinder, Parminder, Karam Singh, Kuldeep Singh, Karam Singh and Kulwinder Singh as co-sharers for a land measuring 32 Kanals out of total 41 acres. It is further submitted that the dispute pertains to an agreement to sell, which is pending adjudication before the Competent Civil Court, and as such, the matter arises out of a purely civil dispute. Therefore, no criminal liability can be fastened upon the petitioner.

Notice of motion.

On behalf of the State/complainant

On the asking of Court, Mr. Jasjit Singh Rattu, DAG Punjab, accepts notice on behalf of respondent/State. He prays for dismissal of the present petition stating that the petitioner alongwith the other co-accused persons committed the offence of criminal conspiracy and cheated the complainant causing wrongful loss to him to the tune of Rs.55 lacs.

4. **Analysis**

Considering the fact that there is delay of more than three months in lodging the FIR and the fact that the same has been registered at the instance of a property dealer, Harjinder Singh, in connection with a land transaction involving multiple co-sharers, the matter appears to be of a civil nature. It is further noted that the dispute arises from an agreement to sell, which is already pending

adjudication before the Competent Civil Court. In such circumstances, and considering that no specific criminal intent has been prima facie attributed to the petitioner, this Court is of the considered view that there is no valid or cogent reason to deny the bail to the present petitioner, wherein he has *bona fide* intentions and is ready and willing to join the investigation and cooperate for furtherance of the same so that the final report can be submitted by the Investigating Agency in time.

5. **Relief:-**

Hence, the petitioner is directed to be released on anticipatory bail subject to his joining investigation with the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to his satisfaction. The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS, which are reproduced below:-

‘When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such directions in the light of the facts of the particular case, as it may think fit, including-

(i) a condition that the person shall make himself available for interrogation by a police officer as and when required;

(ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;

(iii) a condition that the person shall not leave India without the previous permission of the Court;

(iv) such other condition as may be imposed under sub-section (3) of section 480, as if the bail were granted under that section.’

However, it is made clear that in case the petitioner does not comply with the aforesaid direction of joining the investigation within a period of one week, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

16.06.2025

Meenu

(SANDEEP MOUDGIL)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>