

2025.PHHC:076433



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

**CRM-M-32623-2025 (O&M)  
DECIDED ON: 20.06.2025**

**HARJINDER SINGH**

**.....PETITIONER**

**VERSUS**

**STATE OF PUNJAB**

**.....RESPONDENT**

**CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL**

Present: Mr. Sandeep Sharma , Advocate  
for the petitioner.

Mr. Jasjit Singh Rattu, DAG Punjab.

Mr. Gagandeep Singh Sirphikhi, Advocate  
for the complainant.

**SANDEEP MOUDGIL, J (ORAL)**

**CRM-24233-2025**

This is an application under Section 528 of BNSS for placing on record the necessary documents as Annexure P-6.

For the reasons mentioned in the application, the same is allowed.

Annexure P-6 is ordered to be taken on record with just exceptions.

**CRM-M-32623-2025**

**1. Prayer**

The jurisdiction of this Court has been invoked under Section 482 BNSS, 2023 for grant of anticipatory bail to the petitioner in FIR No.12, dated

17.03.2025, under Sections 406, 420, 120-B of IPC, registered at Police Station Handesra, District SAS Nagar Mohali (Annexure P-1).

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

*“At this time, an application No. 8163/S./S.S.P, dated 23-12- 2024 by Ajaib Singh, son of Ajmor Singh, resident of village Paragpur Derabassi, Mohali, was received through post office for a circular. Hon'ble SSP Sahib Mohali Subject: Application against Gurdeep Singh son of Mr. Sarwan Singh and Harjinder Singh son of Mr. Gurdeep Singh and Amarjit Singh (Mobile No.: 8146099560) son of Harjinder Singh resident of village: Tasimbli, Tehsil Dera Bassi, District SAS Nagar, for filing a case of fraud and embezzlement of the applicant's money with the intention of cheating. Sir, it is requested that the applicant is a resident of village Paragpur and is a law-abiding person. The said villager expressed his desire to sell his land to the applicant. The applicant agreed to purchase the land after viewing the land. Gurdeep Singh entered into an agreement to sell the land of 38 bighas-13 biswas owned and occupied by him on 11.07.2022 for Rs. 33,10,000/- per acre (i.e. 4 bighas) with the applicant. At the time of writing the agreement, Gurdeep Singh had received Rs. 35,00,000/- (five lakh rupees) in the presence of witnesses and the date of registration of the deed was fixed as 11.07.2023. The agreement also contained a condition that Gurdeep Singh would be responsible for paying the bank loan himself before the registry. Gurdeep Singh demanded eighty lakh rupees as a buyer and other earnest money before the expiry date and said that I am ready to get the power of attorney registered in favor of the applicant regarding my land. So, the applicant paid one lakh rupees in cash to Gurdeep Singh on 05.04.2023 and extended the registration period till 06.03.2024. After which on 05.05.2023, Gurdeep Singh got his general power of attorney written in favor of the applicant regarding the land and got it verified by the presence of Sub-Registrar Dera Bassi on 10.05.2023. That accused Harjinder Singh on date:*

21.12.2023 signed a power of attorney for his share of land 04 bighas-02 biswas-02 biswasi with the buyer and on date 21.12.2023 itself Harjinder Singh had given his affidavit regarding receipt of money because Harjinder Singh had got more money for his land. Gurdeep Singh and Harjinder Singh have a total land of approximately 11.5 acre. Then on 14.02.2024 and 17.02.2024, the accused had made applicant pay his loan towards bank, which the buyer applicant had transferred from his bank account. Then on 06.03.2024, the registration could not be done because there was an entry regarding lien and dispute in the revenue record, then Gurdeep Singh demanded Rs. 2,00,000/- and asked for an extension of the period. Then both the parties extended the period of the registration dated 06.03.2024 to till 20.03.2025 and also wrote in writing about the recovery of a total of Rs. 3,15,62,443/- (three crore fifteen lakh sixty-two thousand four hundred and forty-three) and it was also agreed that After taking the NOC from the bank and getting the objection recorded in the revenue records cancelled, the registry will be bound to get registered by the due date 20.03.2025 and it was also agreed that the accused will not get the power of attorney cancelled in general. But despite taking a huge amount of money, under a conspiracy, with the intention of defrauding the applicant, on 30.08.2024, accused Gurdeep Singh got his power of attorney cancelled in general, which was in favor of the applicant. While Gurdeep Singh etc. knew that the applicant had entered into a contract of sale without the power of attorney and the land as a buyer. After getting information about the power of attorney being revoked, the applicant met the accused and asked why the power of attorney was revoked when you have written that you will never revoke the power of attorney. Then the accused said that we will have the name of the direct buyer in the registry, so I again talked to the owner and asked the accused several times to get the registration done, but the owner is deliberately hiding the information and the registry. No date is being given for the same because the accused got greedy, so the accused conspired among themselves and got the power of attorney of

*Gurdeep Singh cancelled, because the said accused has collected a large amount from the applicant and only a small amount is left, so the accused deliberately conspired with each other with the intention of cheating and cheated the applicant. Therefore, it is requested by submitting the application that a case be registered against the said accused for cheating and grabbing the applicant's money. Thank you*  
*Correct/- ”*

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 he has no role to the transaction in question on account of which allegation of Sections 406, 420 and 120-B of IPC have been asserted in the present FIR. It is further submitted that the father of the petitioner, in collusion with another brother, allegedly procured the revocation of the General Power of Attorney (GPA), without the petitioner's knowledge or involvement. Learned counsel also draws attention to the narrative as set out in the FIR itself, and submits that, even on a plain reading of the FIR, no prima facie case is made out against the petitioner in respect of the offences alleged therein. He undertakes on behalf of the petitioner that he is ready and willing to join the investigation.

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 that the petitioner is residing in the same premises as his father, namely Gurdeep Singh, and therefore the petitioner's assertion of living separately is incorrect. It is further submitted that the petitioner is stated to have received the amount in cash, and a receipt acknowledging the same was issued by him, which is corroborated

by a statement made by the petitioner himself, duly attested before a Notary on 21.12.2023

4. **Analysis**

From the above discussions, it is evident that there is an admitted transaction pertaining to land measuring 11.5 acres. However, the identity of the said land is not clearly established in the statement relied upon by the State and the complainant, which was purportedly executed by the petitioner in the form of an affidavit attested on 21.12.2023. Furthermore, the alleged transaction appears to have been conducted in cash, and the matter is clouded with disputed facts arising from the FIR and the submissions made by both parties particularly regarding the residential status of the petitioner, i.e., whether he resides with his father, Gurdeep Singh, or separately. This fact may have a bearing on the core issue of the instant petition, specifically as to who influenced the father of the petitioner, whose aged is approximately 92 years, to revoke the General Power of Attorney. It is also pertinent to note that a civil suit is pending between the parties, as reflected from Annexure P-6.

In the light of above, this Court is of the considered view that custodial interrogation of the petitioner is not required, as no recovery is to be effected from the petitioner except the documents and the alleged transaction of money, which is yet to be adjudicated by the Civil or Criminal Courts, the present petition deserves to be accepted.

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.

Pending application(s), if any shall disposed off, accordingly.

**(SANDEEP MOUDGIL)**  
**JUDGE**

**20.06.2025**

*Meenu*

*Whether speaking/reasoned*      *Yes/No*

*Whether reportable*              *Yes/No*