

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-34140-2025
Reserved on: 09.09.2025
Pronounced on: 17.09.2025

Sandeep Shekhawat

...Petitioner

Versus

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Rakesh Kumar, Advocate,
for the petitioner.

Dr. Jasmine Gill, AAG, Haryana.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
204	21.12.2023	Satlani, Distt. Mohindergarh	420, 406, 467, 468, 471 120-B IPC

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. As per paragraph 17 of the bail petition, the petitioner has no criminal antecedents. However, as per paragraph 11 of the status report, the petitioner has the following criminal antecedents:

Sr. No.	FIR No.	Dated	Offenses	Police Station
1.	15	02.02.2024	420, 467, 468, 471 and 120-B IPC	Satnali
2.	351	02.08.2024	420, 467, 468, 471 and 120-B IPC	City Bhiwani

3. The facts and allegations are being taken from the status report filed by the State, which reads as follows:

*“4. That the brief facts of the case are that on 21.12.2023, a complaint no.1117-HA dated 31.10.2023 written by complainant Lalit Kumar who was the Legal Manger, Umeed Housing Finance Pvt. Ltd. Gurugram was received in the O/o Superintendent of Police, Mahendergarh at Narnaul which is reproduced as under:-
To the Station House Officer, Satnali, Mahendergarh office of SP Office, Mahendergarh, Haryana Subject: Regarding preparing forged record for getting loan by committing cheating in connivance with each other from Ummeed Housing Finance Private Limited, Registered Office, Unit 809-815, 8th Floor, Tower EMMAR Digital Greens, Golf Course Extension*

Road, Sector-61, Gurugram-122002 and causing loss to Company crores of rupees and application for registration of F.I.R. and for taking the action against 1 Sh. Manoj Singh S/o Satayrvir, resident of Jarwa, Sub-Tehsil Satnali District Mahendergarh Mobile No.95182xxxx, 2. Sandeep Shekhawat r/o village Satnali, Sub Tehsil Satnali, District Mahendergarh Mobile No.99962xxxx, 3. Reena wife of Manoj Singh, VPO Jarwa, Sub Tehsil Satnali, District Mahendergarh, mobile no.99962xxxx, 4. (A) Sh. Kishan S/o Manigar, (B) Smt. Santosh W/o Sh. Kishan, both residents of Kadma (57), Bhiwani, Haryana-127308. Details of mortgaged property Khevat No.702, Khatauni No. 1131 in the area of village Satnali, District Mahendergarh, Haryana (152 square yards) Mobile No.90509xxxx and 98136xxxx, 5. (A) Kuldeep Singh S/o Kalyan Singh, (B) Smt. Poonam w/o Kuldeep Singh, resident of 1072, Ward No. 12, Satnali, Mahendergarh-123024 Mortgaged property Khevat No.702, Khatauni No.1131, Satnali, Sub Tehsil Satnali, Mahendergarh District, Haryana (152 square yards) Mobile No.70151xxxx, 805922xxxx, 6. (A) Rakesh S/O Bhoop Singh (A) Kajal Devi W/o Rakesh Kumar address of Mortgaged property Khevat No.702, Khatauni No.1131, Satnali, Sub Tehsil Satnali, Mahendergarh District, Haryana (132 square yards) Mobile No.80595xxxx, 7. (A) Rohtash S/o Ram Singh (B) Neetu w/o Rohtash both residents of village Satnali, Sub Tehsil Satnali, Mahendergarh-123024 address of Mortgaged property Khevat No.702, Khatauni No.1131, Satnali, Sub Tehsil Satnali, Mahendergarh District, Haryana (112.77 square yards) Mobile No.89301xxx and 94165xxxx, 8. (A) Vikram S/o Sh. Satbir (B) Pooja W/o Sh. Vikram Singh, residents of Jawar Nagar, Patharwa, Mahendergarh-123024 address of Mortgaged property Khevat No.702, Khatauni No. 1131, Satnali, Sub Tehsil Satnali, Mahendergarh District, Haryana (121 square yards) Mobile No.90504xxxx and No.90504xxxx, 9. (A) Rattan Singh S/o Banwari Lal (B) Savita Devi W/o Ratan Singh, residents of village Satnali, Mahendergarh-123024 address of Mortgaged property Khevat No.702, Khatauni No.1131, Satnali, Sub Tehsil Satnali, Mahendergarh District, Haryana (137 square yards) Mobile No.94676xxxx and 94168xxxx, 10. (A) Pawan Kumar S/o Chhatarpal Singh (B) Sadhna W/o Pawan Kumar (C) Urmila Devi D/o Chhatarpal Singh, residents of Kheri (51), Mahendergarh-12327 address of Mortgaged property Khevat No.702, Khatauni No.1131, Satnali, Sub Tehsil Satnali, Mahendergarh District, Haryana (1173 square yards) Mobile No.90505xxxx and 8307xxxx, 11. Ravinder S/o Mahender Singh (3) Banita D/o Ravinder, residents of Dalanwas (23), Mahendergarh 123024 address of Mortgaged property Khevat No.702, Khatauni No.1131, Satnali, Sub Tehsil Satnali, Mahendergarh District, Haryana (109.7 square yards) Mobile No.94677xxx and 98170xxx; 12. (A) Sandeep Kumar S/o Suraj Bhan (B) Rani Devi W/o Sandeep Kumar (C) Deepak Kumar S/o Suraj Residents of 2216, Satnali, Mahendergarh 123024, beside of this House No.138, Ward No.1, Satnali, Mahendergarh 123024 (D) Geeta Rani D/o Deepak, resident of Satnali (7), Mahendergarh address of Mortgaged property Khevat No.702, Khatauni No.1131, Satnali, Sub Tehsil Satnali, Mahendergarh District, Haryana (68.44 square yards) Mobile No.8683xxx, 9053xxxx and 9306xxx, 13. Yogender Singh S/o Bal Singh, resident of village Jarwa, village Satnali, Sub Tehsil Satnali, District Mahendergarh Haryana; 14. (A) Bhagat Singh son of Subhash Singh (B) Meena Devi W/o Subhash, residents of Dhani Bhalothiya Sihori 6, Nawan, District Mahendergarh State of Haryana 123024 address of Mortgaged property Khevat No.771, Khatauni No.1222, village Satnali, Sub Tehsil Satnali, Mahendergarh District, State of Haryana (22.22 square yards) Mobile No.99914xxxx and 98138xxxx, 15. Aditya Pratap Singh, Advocate, Chamber No.258A, Court Complex, Bhiwani Mobile No.99918xxxx, 16. Rahul Yadav s/o Vinod Kumar Ex-employee, resident of Sector-13, Mobile No.1819xxx Bhiwani, Haryana 127021 Mobile No.97290xxxx, 17. Vikas Saini S/o Rajender Saini Ex-

employee resident of village Dhani Nauragabad, Bamla Bhiwani, Haryana Mobile No.7477xxxx, 18. Autul Jain S/o Suresh Kumar Ex-employee, resident of Jalan Nagar, Naya Bazar, Bhiwani Haryana 127021 Mobile No.90500xxx, 19. Ankit Parmar S/o Satbir Singh Ex-employee resident of House No.342, Amaru Pana near Government Senior School, Kelanga 130 Bhiwani Haryana 127114 Mobile No.85728xxxx. Sir, The complainant has been authorized by his Company that: 1. That the complainant (Lalit Kumar) is Authorized Officer of Ummeed Housing Finance Private Limited and it is registered Company under Company Act, 2013 and is a Housing Finance Company registered with National Housing Bank of which Registration No.07.137.16 and Registered Office is situated at Unit 809 815, 8th Floor, Tower EMMAR Digital Greens, Golf Course Extension Road, Sector-61, Gurugram-122002, Haryana. It is in business and authorized under Banking Regulation Act, 1949 for Housing Finance in Loan against property, constructed houses (Loan for housing) and business loans and works under Reserve Bank of India on direction issued from time to time. 2. That the applicant/complainant filing a complaint against the opposite parties alleging that the opposite parties in connivance with each other have conspired to cheat and betray the applicant/complainant Company and as part of conspiracy, the complainant Company has clearly been caused huge losses by the opposition by misappropriating public money. 3. That the opposite parties No.1 and 2 are local lenders cum dealers (partners) running a business at Satnali in the name of Surya Enterprises and intend to avail finance facility and they alongwith the opposite parties No. 4 to 14 gave various applications regarding their fake credit worthiness and reputation for cheating the complainant company and both the accused partners Manoj Singh and his partner Sandeep Shekhawat, alongwith opposite parties No.4 to 14 made various applications and contacted to the complainant and the opposite party No.1 and 2 showed the houses constructed against the property holders to the complainant Company for the purpose of obtaining loan and Khasra Khevat No.702, Khatauni No.1131 and Khevat. No.771, Khatauni No. 1222 respectively village Satnali, Sub Tehsil Satnali, District Mahendergarh. 4. That the opposite party No. 1, 2 and 3 in connivance with our ex-employees No. 16 to 19 (Rahul Yadav, Vikas Maini, Atul Jain and Ankit Parmar) who were working in the Company at the time of processing of loans, in a pre-planned manner hatched conspiracy and opposite parties by committing cheating on Company have caused a huge loss of public money in following mentioned manner. 5. That the documents of sale and purchase of constructed houses which were prepared by opposite party No.1, 2 and 3 for opposite party No.4 to 12 alongwith their K.Y.C. alongwith opposite party accused No. 16 and 17. On the basis of those documents submitted by Rahul Kumar and Vikas Saini as per responsibility of their job has conducted the physical verification of the houses constructed on these land and the company granted loan on those constructed houses which were mentioned in those documents. To do this opposite party accused No.15, who prepares his report by visiting the properties for various companies and collecting the details of those properties from the office of Sub Registrar has to do physical verification of those properties and submit the report after verifying them from Office of Sub Registrar. Accordingly, the opposite party accused No.15 Tditya Pratap Singh Singh Advocate gave his positive report and on the basis of the technical report of the property, then opposite party accused No.18 and 19 allowed the loan file. Accordingly, the applicant/complainant between the year of 2021 to 2022 by relying on the documents, accordingly, loan agreements were signed and executed with the opposite party/ accused No.4 to 12 and the complainant Company disbursed total loan amounting to Rs.1.34 Crores. The opposite party No.3 Reena, seller was disbursed through cheques on different dates from time to time (the above mentioned disburse amount

has been mentioned as Liability A). All of the cheques were obtained by the opposite party accused No.1 and as per these the loan amount was deposited in the account at H.D.F.C. Bank. The account number is 5010030xxxx. The account of opposite party No. 3 in the matter of purchase of houses under Housing Loan at Satnali, Mahendergarh, Haryana total residential land of 4887 square yard (i.e. 8 Kanal) in small portions were sold to accused No.4 to 12 (buyers) and sold by accused No.3 Reena (seller), who is the owner of above mentioned constructed houses. It is stated that accused No.3 is the wife of accused No. 1 i.e. Manoj Singh and the sale deed in the name of accused opposite nos. 4 to 12 has been executed by accused opposite No. 1 through General Power of Attorney (GPA) in the name of A.T.S. all the transactions in respect of which the aforesaid immovable properties were authorized to be sold were executed by the opposite party No. 3 in favour of the opposite party No. 1 on 25.11.2019. It is further submitted that the said loan amount was disbursed in favour of opposition number No.3 and the above loan was sanctioned for the purpose of housing and for purchasing the built houses from opposition No. 1 and 3 and opposite party No.3 was said to be the owner of the constructed houses and then the registered deeds of all these constructed houses and then the registered deeds of all these constructed houses and residences were got done by opposite party No. 15 Aditya Pratap Singh, Advocate. Opposite parties No.4 to 12 registered liens in favour of the complainant company and the relevant documents of the houses and residences were also safely handed over to the complainant company as security. In the process of this loan, photographs of the loan takers and house owners were also taken standing on the house against which the loan was to be taken and the loan was taken and these photos are available on the files of loan. 6. That in order to continue their fraud and fraud with regard to the applicant/complainant availing the loan facility, the opposite party accused No. 4 to 12 had paid the initial E.M.I. either from his own bank account or from the bank account of opposite party No. 1 and 2 so that his fraud and forgery remained undetected, however, thereafter from June 2023 onwards the monthly E.M.Is started bouncing one by one and stopped being paid. Under which the complainant Company sent persons to meet the borrowers for regular follow-up. However, the borrowers were not responding to the official of the complainant Company and were avoiding the complainant Company. That the applicant/complainant Company tried to contact the above accused No. 4 to 12, but they were not responding to the complainant Company. That the officials of the complainant company re-visited the premises which were physically verified at the time of sanction of the loan. The complainant's official met accused No. 1 and 2, then they openly threatened the officials of the complainant company never to come to our office if they want to survive. This was confirmed when the news was published in the newspaper that accused No. 1 to 3 had brutally beaten up the officials of Chola Mandalam Investment and Finance Company on 26.05.2023. In relation to which the victims tried to lodge a complaint against the opposite parties in the concerned police station but they refused. 8. That the applicant complainant Company investigated the matter with the borrowers and Co-borrowers and also investigated the constructed house whose physical verification was done by the borrowers and sellers Manoj Singh and Sandeep Shekhawat at the time of loan disbursement. In the related investigation, it came to light that the physical verification of the constructed houses and residences which was done and got done through different people, did not belong to the accused No.1 and 3 sellers. The accused No. 4 to 19, with the connivance of accused No.1 to 3, showed wrongly constructed houses and residential properties and were valued, However, actual sale deeds of some other lands were executed, which has not been identified due to Khewat and Khasra property. Therefore, it is clear that the accused persons had

misrepresented and dishonestly induced the complainant to disburse the loan and gave the details of the houses and residence built by a third person as security for the loan with the intention of cheating the complainant. The accused No. 1 to 3 have defrauded the complainant Company of the amount. 9. The applicant/complainant Company reached out to other borrowers, who were introduced by accused No. 1 and 2, and it was found that a borrower and seller i.e. accused No. 13 and 14 also gained benefit on the loan amount in connivance with the accused. This is because opposition party No. 1 and 2 are standing as witnesses at the time of execution of sale by accused number 13 in favor of opposition party No. 14 i.e. the mortgaged property. It is very clear that dishonest inducements and misrepresentations were made to avail the finance facility in connivance with opposite parties No.1 and 2. 10. The applicant/complainant accused No. 13 and 14 made several misrepresentations to the complainant company regarding their credit and reputation, both the accused namely Sh. Yogender and Bhagat Singh Khewat No. 771 Khatauni No. 1222, Village Satnali, Sub Tehsil Satnali District Mahendergarh, Haryana Land area 152 square yards Opposite party No. 13 claimed himself to be the legal and registered owner of the mortgaged property as per the sale deed and approached the complainant Company for the purpose of obtaining housing loan against the property. 11. By trusting and relying on their words and purchasing the subject property considering the documents related to be in small parts, and accordingly on the loan agreements executed with accused No. 14, the complainant Company sanctioned/disbursed loan amount of Rs.12,00,000/- to accused No. 14. It is further submitted that the said loan amount was disbursed through cheque in favor of opposite party No. 13 in HDFC Account No. 501002xxxx as H. L. Purchase case and opposite party No. 13 was the seller and lien was also registered in favor of the complainant company and the relevant property documents were also handed over to the complainant Company as security, the value of which was taken at the time of loan sanction and it was found that the house which remained under assessment did not belong to the opposite party No.3 (seller), the opposite party No.14 alongwith the opposite parties No. 1 and 13 were performing performance appraisal of wrong properties. However, the actual sale deed was executing some other land. 13. The applicant/complainant company has tried to contact opposite parties No. 1 to 14, but all the accused refused to meet the officials of the complainant Company. 14. The opposite party/accused persons have defrauded the complainant Company by availing the loan facility and hence such transactions have taken place, it is a matter of Investigation for fraud and forgery. Thus, the opposite parties/accused persons have obtained wrongful benefits for themselves by committing fraud and collusion with the complainant Company and accused persons mutually have divided the money amongst themselves and their illegal acts, designs and purposed serious loss to the complainant company. 15. It appears that the opposite party/accused persons were in collusion with themselves and had no intention of repaying the loan from the very beginning and had pre-planned to defraud the complainant Company and thereby caused wrongful and huge loss to the complainant. All of the opposite parties accused persons are acting in connivance with each other and thus, induced the complainant company to advance the loan under the pretext of genuine transaction without any genuine intention of adhering to the terms of the loan agreement. The complainant was given only an excuse and inducement to enter into the disputed transaction and his intentions were wrong from the very beginning of the inducement. 16. In the above manner, evidence of fraud and forgery has come to light that the owners of the houses shown are not Manoj, Sandeep and Reena but other persons. In which at the time of loan (1) The actual owner of the house shown to the company's team and its vendors for the loan of Sh. Krishna is Seema D/o

Sombir, resident of Jarwa. (2) The real owner of the house shown to the company team and their vendors for Kuldeep's loan is Suman w/o Sushil Kumar, resident of Jharoda (Raj) (3) The real owner of the house shown to the company team and their vendors for Rakesh's loan is Devender Rathore S/o Purna Singh, resident of near Panchayat Ghar Satnali. (4) For loan to Rohtash the real owner of the house shown to the company's team and its vendors is Laxmi D/o Devender, a resident of Satnali near Panchayat. (5) The real owner of the shown house to the company's team and their vendors for Vikram's loan is Krishna Kumar son of Dayaram, resident of Ward No.4 Satnali. (6) The real owner of the house shown to the company team and their vendors for Rattan's loan is Ajay S/o Virender Singh, resident of nearby Wiser Mount Coaching Centre, Satnali. The real owner of the house shown to the company team and its vendors for the loan of Pawan Kumar is Satish son of Panna Singh, resident of Ward No.19, Satnali. (8) The real owner of the house shown to the company team and its vendors for Ravinder's loan is late Vijay Singh Shekhawat son of Umed Singh Shekhawat, resident of Satnali. (9) The real owner of the house shown to the company team and their vendors for Sandeep's loan is Murari Nambardar, resident Satnali. (10) The real owner of the house shown to the company's team and its vendors for Bhagat Singh's loan is Choudhary Kishan Singh, resident of Chandwas. In this way, the culprits Manoj, Reena and Sandeep, in collusion with the sellers and some people of the Company, committed fraud by showing wrong property/house, prepared wrong documents and got a loan of a total of one crore forty six lakh (1.46 Cr) from Ummeed Housing Finance Company and has committed fraud by not repaying the loan. 17. The opposite parties/accused have conspired with each other to commit fraud, criminal breach of trust, wrongful gain, intimidation because the complainant Company was lured by accused No.1 and 14 and was motivated to disburse the loan amount to deceive and defraud the complainant Company and if the complainant Company had known about the ulterior motive of the accused persons, it would not have entered into the said loan agreement. That the opposite persons have deliberately committed the said offence which is punishable under the provisions of the relevant sections of the IPC. For which a case can be registered against them and they can be punished as per law. In view of the above, it is requested that as per the acts committed against the opposite parties, the order be issued to register the FIR.

From the contents of above application, the offence punishable under Sections 406, 420, 467, 468, 471 and 120-B of IPC was made out upon of which the present case vide 204 dated 21.12.2023 (Annexure P-1) under India section 120-B, 406, 420, 467, 468 and 471 of IPC was registered at Police Station, Satnali, District Mahendergarh against the petitioner and other co-accused persons (total 32 persons) and investigation was launched.”

4. 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 his family.

5. The petitioner's counsel 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 status report.

7. It would be appropriate to refer to the following portions of the status report, which reads as follows:

"12. That there are specific allegations against the petitioner to the effect that the petitioner with the connivance of co-accused Manoj Shekhawat and Reena Shekhawat showed wrongly constructed houses and residential properties and were valued, however, actual sale deeds of some other lands were executed, which has not been identified due to Khewat and Khasra property. Therefore, it is clear that the petitioner and his companions had misrepresented and dishonestly induced the complainant to disburse the loan and gave the details of the houses and residence built by a third person as security for the loan with the intention of cheating the complainant's company. The petitioner and his companions have cheated the complainant's company by hatching a criminal conspiracy and loan was taken by them from complainant company against property of some other person. It is pertinent to mention here that prima facie indicates that there are grounds to believe that the petitioner alongwith his companions had fraudulently obtained the loan to the tune of approximately Rs.1,46,26,000/- crore from the complainant's company, on the basis of fake and bogus "built-up buildings".

13. That the complainant has levelled specific allegations against the petitioner and other co-accused persons in the present case and the FIR was registered against them by name. Besides, the name of the petitioner has also surfaced in the disclosure statement of co-accused Manoj Shekhawat, Rahul and Reena (Annexure R-2). The petitioner has been booked for the commission of offence punishable under sections 406, 420, 467, 468, 471 and 120-B of IPC. The allegations levelled against the petitioner are serious in nature. The investigation of the case is going on and the remaining co-accused persons are yet to be arrested. At this stage, it is quite impossible to say that the petitioner has been falsely involved in the present case without adjudging or appreciating the evidence during the trial proceedings. It is submitted that the petitioner is the main culprit in the present FIR who had opened one office under the name and style 'Surya Enterprises' at Satnali alongwith co-accused Manoj Shekhawat for the purpose of finance. The present petitioner alongwith co-accused Manoj Shekhawat in connivance with the employees of Umeed Housing Finance Company sold of the parts of the agricultural property to the tune of Rs.1 acre in the name of Manoj Shekhawat's wife, by raising loans for 10 people from Umeed Housing Finance Company thereby showing the agricultural property as the commercial property, thereby defrauding Umeed Housing Finance Company to the tune of Rs.1,46,26,000/-. It is pertinent to mention here that as per antecedents of the petitioner, two more criminal cases are found registered/pending against him except the present case which clearly shows that the petitioner is a habitual of similar kind of offences. Mere long custody is not a ground to grant bail where the nature of allegations against the petitioner is grave. Hence, keeping in view the above as well as gravity and seriousness of the crime, it is most respectfully submitted that the petitioner is not entitled to get the concession of regular and the petition of the petitioner deserves to be dismissed."

REASONING:

8. 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.

9. As per paragraph 8 of the bail petition, the petitioner has been in custody for the last about 1 year and 06 months. As per the custody certificate dated 08.09.2025, the petitioner's total custody in this FIR is 01 year, 08 months and 17 days.

10. The law of bail, like any other branch of law, has its own philosophy, and occupies an important place in the administration of justice and the concept of bail emerges from the conflict between the police power to restrict liberty of a man who is alleged to have committed a crime, and presumption of innocence in favour of the alleged criminal.¹In deciding bail applications an important factor which should certainly be taken into consideration by the Court is the delay in concluding the trial.—Often this takes several years, and if the accused is denied bail but is ultimately acquitted, who will restore so many years of his life spent in custody? —Is Article 21 of the Constitution, which is the most basic of all the fundamental rights in our Constitution, not violated in such a case? —Of course this is not the only factor, but it is certainly one of the important factors in deciding whether to grant bail.² Personal liberty is a very precious fundamental right and it should be curtailed only when it becomes imperative according to the peculiar facts and circumstances of the case.³ Personal liberty deprived when bail is refused, is too precious a value of our constitutional system recognised under Art. 21 that the curial power to negate it is a great trust exercisable, not casually, but judicially with lively concern for the cost to the individual and the community.⁴ When the undertrial prisoners are detained in jail custody to an indefinite period, Article 21 of the Constitution is violated.⁵

11. Given the above, 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.

12. 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.

13. Given the 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

¹ Supreme Court of India in *Vaman Narain Ghiya v. state of Rajasthan*, [E-SCR] ; [2008] 17 SCR 369, Para 16, decided on 12.12.2008.

²Supreme Court of India in *State of Kerala v. Raneef*, SC 2J [E-SCR]; [2011] 1 SCR 590, Para 4, decided on 03.01.2011.

³ Supreme Court of India in *Siddharam Satlingappa Mhetre v. State of Maharashtra*, SC 2J [E-SCR], Paragraph 127, decided on 02.12.2010.

⁴ Supreme Court of India in *Babu Singh & ors v. State of UP*, [E-SCR] P. 777, decided on 31.01.1978.

⁵ Supreme Court of India in *Sanjay Chandra v. CBI* , [2011] 13 (ADDL.) S.C.R. 309, Para 26, [E-SCR], decided on 23.11.2011.

nearest Ilaqa Magistrate or duty Magistrate, with or without sureties, with a maximum bond amount not to exceed INR 10,000.

14. Before accepting the surety, the concerned Court must be satisfied that if the accused fails to appear, the surety is capable of producing the accused. However, instead of surety, the petitioner may provide a fixed deposit of INR 10,000/-, with a clause that the interest shall not be accumulated in FD, either drawn from a State-owned bank or any bank listed on the National Stock Exchange and/or Bombay Stock Exchange, in favour of the “Chief Judicial Magistrate” of the concerned Sessions Division; or a fixed deposit made in the name of the petitioner, with similar terms and with endorsement from the banker stating that the FD shall not be encumbered or redeemed without the permission of the concerned trial Court, or until the surety bond has been discharged.

15. 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)	

16. This order is subject to the petitioner’s complying with the following terms.

17. 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.

18. 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.

19. 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.

20. Any observation made hereinabove is neither an expression of opinion on the

case's merits nor shall the trial Court advert to these comments.

21. In Amit Rana v. State of Haryana, CRM-18469-2025 [Decided on 05.08.2025), in CRA-D-123-2020], a Division Bench of Punjab and Haryana High Court in paragraph 13, holds that “To ensure that every person in judicial custody who has been granted bail or whose sentence has been suspended gets back their liberty without any delay, it is appropriate that whenever the bail order or the orders of suspension of sentence are not immediately sent by the Registry, computer systems, or Public Prosecutor, then in such a situation, to facilitate the immediate restoration of the liberty granted by any Court, the downloaded copies of all such orders, subject to verification, must be accepted by the Court before whom the bail bonds are furnished.”

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

(ANOOP CHITKARA)
JUDGE

17.09.2025

Jyoti-II

Whether speaking/reasoned:	Yes
Whether reportable:	No.