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

2025:PHHC:152140

(106+215) **CRM-43939-2025
in/and CRM-M-42762-2025
Decided on: 04.11.2025**

Harpreet Singh ......Petitioner (s)

Versus

State of Punjab & another .....Respondent(s)

CORAM : HON'BLE MR.JUSTICE VINOD S.BHARDWAJ

Present:- Mr.Sangram Singh Saron, Advocate
Mr.M.B.Rajwade & Mr.Ashish Soi, Advocates
for the petitioner.

Mr.Mohit Kapoor Sr.D.A.G., Punjab.

Mr.Harshit Jain, Advocate, for the applicant/respondent No.2.

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VINOD S.BHARDWAJ, J. (Oral) :

CRM-43939-2025

Application is allowed, affidavit along with Annexures R-2/1 to R-2/9 are taken on record, subject to all just exceptions.

CRM-M-42762-2025

1. The present petition has been filed under Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023, for grant of regular bail to the petitioner in case bearing FIR No.99 dated 01/07/2024, under Section(s) 420, 465, 467, 468, 471, 120-B of the Indian Penal Code, 1860, registered at Police Station Salem Tabri, District Ludhiana, Punjab.

2. Succinctly, the prosecution's case was registered on the statement of complainant Navneet Gupta. The true translation of the same reads thus: -

> *"To the C.P. Sub-Complaint as against 1. Harpreet Singh (Mob. 84278-16615), 2 Gagandeep Kaur (98884 97902) 3. Kulwant Singh 98143 80062 4. Harsh Trehan (97803 63316), 5 Abdul r/o Hno. 3552/3, Cheema Park, Model Gram Ludhiana have acted in connivance with each other and have duped the complainant by doing 420, for giving threats to implicate me in a false case. Sir, I am Navneet Gupta s/o Krishan Gupta r/o H. no. 125-B Kitchlu Nagar, Ludhiana and I hereby request as follows-that I am a peace-loving citizen of this country 2. That in regard to the subject matter I have to obtain a sum of Rs. 50,00,000 which was in regards to the trade, which Harpreet Singh could not give in time and then he said that he has a plot rakba measuring 1387.5 Sq. Yards at the Jalandhar Bypass road, so he said that he cannot get a loan on this property for some reason, he would get the registry of the plot done and will also get the loan sanctioned, the total value of the plot is 5 crore rupees and by getting the loan in my favor, he would also adjust the amount which is due towards me, and that the responsibility in regards to paying the instalments is also upon Harpreet Singh. 3. That the accused no. 1 and accused no. 2 and 5 act in connivance and get the loan work done through 3 and 4, they showed the plot, gave documents and got the loan and even got the registry done of vasikha no. 2021-22/101/1/18765 dated 31.03.2022 Sub Registrar Ludhiana and they deposited the tax also before the Municipal Corporation Ludhiana, all those copies are attached. 4. That it is also noteworthy here that accused no.1 had given a statement in regards to Khasra no. 15//19/2/2, 17//4/4, 5/1/1, 17/5/1/4, 6/2/3, 7/3, Khata no. 57/59 Khatauni no. 62/64 of khasra mo. is 10//2/3 Jamabandi year 1984-85 was given and it was written that there is no dispute pending with the property and nor is there any court case, he is the owner through sale deed vasika no. 5890 daned 24.06.1987, that copy is also attached and he got the loan amount of Rs. 2,50,00,000/- IDFC Bank, Feroz Gandhi Market, Ladhiana,*

it is noteworthy here that the officials got their satisfaction and checked all the documents and that loan was given to me by saying that Harpreet Singh has given these documents, these are correct and they are absolutely genuine and that's why the bank is giving loan and upon geting the loan Harpreet Singh took sum of Rs. 2,00,00,000 from me and the sum of 50,00,000 which I had to take from him, were adjusted. 5. That when I installed my own board on the premises, then some other person started claiming ownership of the property, I was left shell shocked, so thereafter I did inquiry at my own level and traced out that accused no.1 acted in connivance with the other co accused, prepared fake documents and then got the loan from bank by misleading them, then got the registration done, then the T.S., then got my money also adjusted and also got huge amount of 2.5 crore rupees and left such huge amount of loan on my name but later it was found that property belongs to someone else. Sir, this is well planned conspiracy by these people, they showed me the property, got the loan also sanctioned on their own and never showed any document of the property previously and later on I came to know that they have done so with the intention of cheating and when I talked to these people about it, these people gave me threats and said that you keep quiet and keep paying the instalments as otherwise we will get a false case registered against you through bank, so I am upset mentally from a long time that anything can happen to me and in future if anything happens to me then these people will be responsible. A case against them for acting in connivance and cheating be lodged. Mob No. 98888 80449 which was recorded in FIR No. 25 dated 07.02.2024 u/s 420, 465, 471, 468, 447, 120-B IPC P.S. Salem Tabri, Ludhiana 1. Assistant Deputy Commissioner Zone 1,2 application UID no. 2370097 dated 14.06.2022 which was inquired by Inquiry Officer P.S. Salem Tabri, Ludhiana and he wrote that, "The special investigation team inquired UID No. 2370097 dated 14.06.2022 which was done by Main Officer, P.S. Salem Tabri, Ludhiana and earlier ACP North inquired and the application PGD No. 340359 dated 26.04.2024 by Navneet Gupta which was inquired by ADCP Ludhiana who got the documents during the investigation, had *gone through the FIR No. 25 dated 07.02.2024 u/s 420, 465, 471, 468, 447, 120-B IPC P.S. Salem Tabri, Ludhiana and from perusing the record the following facts have come up- 1. According to the statement of Navneet Gupta he had previous link with Harpreet Singh, in the year 2018 Hapreet Singh had got a property measuring 1177 sq. yards registered in the name of his wife Gagandeep Kaur sold to Navneet Gupta's friend Surinder Kumar through Agreement to Sell dated 10.05.2018 for a total sum of 89 lakh Rs. To him, both Surinder Kumar and Navneet Gupta gave a sum of Rs. 35 lakh but because the registry was not done, there was a case registered as against Harpreet Singh and his wife Gagandeep Kaur as per FIR No. 110 dated 05.03.2022 u/s 420,120-B IPC P.S. Division No.5, Ludhiana. FIR copy Annexure A. 2. According to the statement of the complainant after the registration of the matter, Harpreet Singh in lieu of returning the 55 lakh rupees to Navneet Gupta had coerced/blackmailed Navneet Gupta to get the loan on his property plot no. B-33 E-415, New Ashok Nagar, Greenland School village Bhora, Ludhiana Rakba 1387 1/2 Gaj, Vasika no. 5890 dated 24.06.1987 and he said he cannot obtain loan on his own because his CIBIL is bad. He said you take the loan and stated that I deduct the amount of 55 lakh from the loan amount and return the rest to him and he said that he had friends in IDFC Bank, Ferozepur Road Ludhiana namely Harsh Trehan and Kulwant Singh who will get me the loan and they took my documents. 3. IDFC Bank officials completed the documentary formalities and then on 25.03.2022 they made a draft of Rs. 53,13,856 Rs. and on 31.03.2022 Harpreet Singh got the registry in the name of applicant. At the time of registry an amount of Rs. 6 lakh was given by cheque by applicant and rest of 1,00,50,000 and 86,144 Rs. was given as cash. In this manner, after deducting an amount of 55 lakh rupees a sum of 2,25,00,000 had been given to Harpreet Singh. There is a statement of Harpreet Singh in regards to money deal from Navneet Gupta which is on record. 4. According to statement of the applicant, he went to the property to take possession and kept his board but over there a person namely Ripan Jain claimed to be the owner. The owner showed the* *documents to him, upon which he approached Harpreet Singh, bank officials namely Harsh Trehan, Kulwant Singh. But the bank officials assured him about the legal proceedings and diligence. 5. According to the statement of the applicant, the accused created a forged and fabricated statement dated 11.04.2022, whereas he has not given any such statement. It is noteworthy here that the registry in regards to the property is in my name on 31.03.2022, so therefore why a fake agreement dated 11.04.2022 was made Annexure C. 6. In regards to this Navneet Gupta gave a complaint UID No. 23700097 dated 14.06.2022 against Harpreet Singh and others which was inquired upon by Main Officer of P.S. Salem Tabri, Ludhiana and earlier one ACP North and therefore an FIR against Harpreet Singh was registered under Section 420, 465, 471, 468 IPC. The report is attached Annexure D. 7. From perusing the record of FIR No. 25 dated 07.02.2024 u/s 420, 467, 468, 471, 447, 120-B IPC P.S. Salem Tabri, Ludhiana it was found that Vasika No. 5890 dated 24.06.1987 of Harpreet Singh was registered in the name of Navneet Gupta by no. 2021-22/101/1/18765 dated 31.03.2022, which was later found out to be fabricated by the Sub Divisional Magistrate East Ludhiana and on the basis of which mutation was done, the FIR N 07.02.2024 u/s 420, 467, 468, 471, 447, 120-B IPC P.S. Salem Tabri, Ludhiana was registered. Annexure E Special Investigation team inquired into all these facts and this thing came forward that Harpreet Singh and Gagandeep Kaur defrauded Navneet Gupta and Surinder Kumar by not getting the registry done in his favor following which FIR No. 110 dated 05.03.2021 u/s 420, 120-B IPC was lodged at P.S. Division No. 5. Ludhiana and then with a view of compromising the matter, they acted in connivance with the bank officials Harsh Trehan, Inderbir Singh, Kulwant Singh DSA and created fake Sale Deed Vasika no. 5890 of 24.06.1987, by creating these forged agreement under the name of firm Krishna Sales Corporation', they got the loan passed and obtained sum of 2,15,50,000/- Rs. and by stating this property of Ripan Jain as his own, he got the property registered in the name of the complainant. That he neither got the property and nor did he receive back the money which he gave to Harpreet Singh, whereas* *the purchase loan taken on the property is on his name and loan agreement on firm's name Krishna Sales Corporation. That Harpreet Singh has acted in connivance with officials Harsh Trehan, Inderbir Singh, Kulwant Singh DSA and by cheating Navneet Gupta they have done a lot of damage to him. Navneet Gupta had given the application UID NO. 2370097 dated 14.06.2022 which had been inquired by main officer of the Police Station Salem Tabri Ludhiana and earlier by Assistant Commissioner Police, Ludhiana South, so for defrauding complainant Navneet Gupta a case of cheating as against Harpreet Singh s/o Amarjeet Singh r/o H. no. 3552/2 Cheema Park, Model Gram, Ludhiana and bank officials Harsh Trehan and Kulwant Singh DSA be registered as recommended by him, but from perusal of the record as submitted Harpreet Singh had obtained a sum of 2,15,00,000 Rs in the name of the firm Krishna Sales Corporation, the complainant Navneet Gupta neither got the property and nor did he got the money back, whereas the purchase loan is pending on his name and the agreement of property is also pending in the name of "Krishna Sales Corporation"."*

3. Learned counsel for the petitioner contends that the petitioner was taken in custody on 26.05.2025 and the investigation qua the petitioner has already been concluded. It is submitted that trial is yet to commence and charge in the case has not been framed so far.

4. He further contends that this Court had, vide its order dated 28.08.2025, noticed the nature of transactions and directed the respondents-State to inquire into the possibility of respondent No.2/ complainant being involved in commission of the aforesaid offence.

5. He reiterates that respondent No.2/complainant had got the aforesaid FIR registered alleging that he was duped of Rs.50 lakhs by the petitioner whereas the consequential facts established that one Surinder Kumar had got registered FIR No.110 dated 05.03.2021 against the

petitioner and his wife-Gagandeep Kaur for failure to execute sale deed of property measuring 177 sq.yards against a sale consideration of Rs.89 lakhs, of which, Rs.35 lakhs had been paid to his wife and on failure to refund the money. He submits that as the amount could not be remitted, hence, the petitioner as well as his wife agreed to execute a sale deed with respect to present property measuring 1387 ½ sq.yards situated in Village Bhaura (New Ashok Nagar), Ludhiana for a sale consideration of Rs.65 lakhs (forming basis of the instant FIR). An assurance was given to adjust the amount of Rs.35 lakhs that had earlier been received by wife of the petitioner, albeit from Surinder Kumar, friend of the respondent/complainant. He contends that the aforesaid property measuring 1387 ½ sq.yards had been transferred, vide registered sale deed No.5890 dated 24.08.1987, in favour of the petitioner. The sale deed was eventually executed in favour of the respondent/ complainant on 31.03.2022. However, it transpire that the sale deed No.5890 dated 24.06.1987 in favour of petitioner itself was forged. The respondent/complainant had, however, availed of loan for and against the said property, from the bank, to make payment. The total amount of loan was to the tune of Rs.2.50 crores approximately.

6. Noticing clandestine transactions and unexplained money adjustments reflecting criminal conspiracy for squandering away money from banks and creating a maze of litigation for defence, a direction was issued by this Court on 28.08.2025 to examine the role of the respondent/complainant as well as the entire transaction. The relevant extract of the order dated 28.08.2025 passed by this Court reads thus:-

"Even though the present case has been filed for seeking regular bail, however, this Court notices that there are prima facie peculiar facts which reflect deep rooted conspiracy between the petitioner as well as the complainant. The State counsel is not in a position to respond to the queries put to him. The factual maze, when pierced, leads to a probability that the petitioner as well as the complainant-respondent No.2 may be part of the same team and his role may not have been examined by the investigating agency at all.

The High Court, even if approached by way of invoking any specific jurisdiction, it remains a constitutional Court and would be competent to ascertain the truthfulness of a case and examine correctness of an investigation, in matters where the facts revealed and argued indicate that much more may be concealed.

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Be that as it may, it is claimed that the petitioner herein had filed a suit for declaration as being owner of the said property and for restraining the complainant (defendant therein) from interfering in possession, on the strength of registered sale deed No.5890 dated 24.06.1987 and that the sale deed in favour of the complainant and dated 31.03.2022 is null and void being an act of cheating. The said suit was instituted in May 2022 and as per averment contained therein, the petitioner (plaintiff therein) intended to raise finance and talked to respondent complainant about the same. The respondent-defendant allegedly allured the petitioner to transfer the property in his favour so that he could get a loan for him against the said property. Two different loans were thereafter obtained by respondent-complainant against property. One from IDFC Bank for an amount of Rs.2.50 crores for which respondent-complainant received an amount of Rs.6,00,000/- additionally. An additional amount of Rs.53.13 lacs was also alleged to have been obtained by the respondent-complainant. One more loan against property was also obtained. The respondent-complainant is also alleged to have sworn an affidavit dated 14.03.2022 as per which, there was no sale transaction and the liability of loan against property is to be discharged by the petitioner.

Another civil suit for mandatory injunction was filed by Krishna Sales Corporation against the petitioner herein bearing C.S.No.9507/2022 i.e. complainant-respondent No.2 to direct the petitioner herein to clear the outstanding loan of IDFC Bank against property seemingly around the same time and purportedly to avoid SARFAESI proceedings since bank moved an application under Order 7 Rule 11 CPC for rejection of plaint. Surprisingly, the said civil suit is with respect to the property measuring 177 sq. yds situated in Village Mohal Bhagat with respect whereto Surinder Kumar had got registered FIR No.110, dated 05.03.2021. Hence, Surinder Kumar and Naveen Gupta (respondent herein) were together in the said transaction as well (The description of area as per FIR is 1177 sq. yds. but mentioned in petition as well as civil suit as 177 sq. yds). The respondent-complainant herein was marginal witness to the sale deed executed in favour of Surinder Kumar (complainant in FIR No.110, dated 05.03.2021). He has averred in the said civil suit that the petitioner herein owed him Rs.20,00,000/- and in discharge of said liability, he could avail a loan of Rs.5.00 crores from the bank to which the respondent-complainant agreed and in return Rs.55,00,000/- he procured the loan from the petitioner herein and passed on a sum of Rs.1.96 crores to the petitioner herein. He averred that when he went to check the property, it was owned by the family of one Ripan Jain vide sale deed of 31.03.2005 and they were in actual physical possession of the land.

A report was sought wherefrom it was revealed that the sale deed dated 26.04.1987 cited by the petitioner was a forged and fabricated sale deed for which the FIR No.25 dated 07.02.2024 was got recorded by the revenue authorities.

The present FIR No.99 dated 01.07.2024 has been registered thereafter.

It is the submission of learned counsel for the petitioner, which is contested by learned counsel appearing for respondent No.2, that against the aforesaid property, respondent No.2 had availed a loan facility to the tune of ₹2.5 crores. Out of this loan amount, it is alleged that respondent No.2–complainant retained a sum of ₹55,00,000/-, while the balance amount of ₹1.95 crores *was transferred to the petitioner towards the sale consideration of the said property, the agreed value of which was ₹60,00,000/-.*

Learned counsel for the complainant–respondent No. 2 submits that the amount of ₹1.95 crores was transferred or handed over to the petitioner herein upon receipt of a purported affidavit, wherein it was represented that the total loan of ₹2.50 crores, availed by the complainant, would be repaid by the petitioner. Further, it is contended that the petitioner executed a sale deed in respect of the aforesaid property, purporting to be the lawful owner, relying upon a sale deed allegedly executed in his favour in 1987. Undisputedly, the Sub-Divisional Judicial Magistrate, Ludhiana, took note of FIR No. 25, dated 07.02.2024, registered at Police Station Salem Tabri, District Police Commissionerate Ludhiana, against the petitioner, wherein it was alleged that the 1987 sale deed relied upon by the petitioner was forged and fabricated. It is subsequent to the registration of the aforesaid criminal case that the instant FIR, bearing No. 99, dated 01.07.2024, has been registered by respondent No. 2.

The chronology of events, and the complex loop of transactions between the parties, prima facie, indicates that this is not a simple case where the petitioner merely attempted to transfer a property with an unclear title to respondent No. 2. Rather, the record suggests that respondent No. 2 may himself have been a participant in an orchestrated scheme to obtain a loan in a clandestine manner, thereby defrauding financial institutions. Subsequently, when the alleged fraud was detected, an effort appears to have been made to shift the burden. In an attempt to derive benefit by creating confusion, the petitioner as well as the respondent-complainant may have instituted the civil suits against each other. Such action, viewed in context, appears to be an endeavour to cloak a well-orchestrated criminal conspiracy in a civil guise. The petitioner or the respondents, therefore, cannot be prima facie considered as mere victim(s) of incidental circumstances; rather, they appear to have actively sought to create a maze of criminal events so as to evade liability.

The questions that have been left unanswered are as to:-

i. Where was the occasion for respondent-complainant to examine tilte/due diligence with repect to the property, when he himself acknowledged that it was a fictitious sale transaction in his favour to avail loan?

ii. Why did respondent No.2-complainant not institute the complaint in FIR No.110 of 2021 when he himself had filed the civil suit in the year 2022 against petitioner as well as the bank.

(iii) How did the respondent-complainant obtain loan of Rs.2.50 crores against the property which was sold at Rs.65,00,000/-.

(iv) Why no proceedings for specific relief with respect to the property measuring 177 sq. yds was filed and instead a transaction was created for a property with forged documents.

Learned State counsel prays for some time to ascertain as to whether the participation of respondent No.2-complainant in hatching a conspiracy for commission of the aforesaid offence and being in collusion with the petitioner has been investigated or not and whether they are collectively involved in any other such transactions as well.

The State as well as learned counsel for respondent No.2 shall assist this Court on the questions so framed and as to why an appropriate order for looking into the investigation by a senior officer against role of respondent No.2-complainant as well be not passed.

Adjourned to 25.09.2025."

7. He submits that pursuant to the aforesaid order passed by this Court, an affidavit dated 14.10.2025 of Shri Kikar Singh, PPS, Assistant Commissioner of Police (North), Ludhiana, had been filed. In the said affidavit, the Assistant Commissioner of Police has specifically set out that the entire bank transaction has been enquired into and it transpired from that the first loan amount of Rs.53,13,856/- given to the respondent/complainant was deposited in the account of the petitioner herein. Thereafter, second loan amount of Rs.1,73,54,985/- was obtained

by the respondent/complainant as loan against property which amount has been retained by him and not given to the accused/petitioner. It is also stated that the respondent/complainant as well as accused/petitioner were known to each other since last about 10-11 years and they were acting in collusion.

8. It is also stated that the accused/petitioner had although offered to sell the property, however, they twisted the story of having made the payment in cash whereas there is no documentary proof of having such cash transactions and the respondent/complainant has also been nominated as an accused vide GDR No.42 dated 09.10.2025 and that his role is to be duly examined. However, further reference has been made to the report that prior to sanction of the purchase loan, a fake sale agreement dated 11.04.2022 was executed by the accused/petitioner in favour of the respondent/complainant which was prepared by the bank officials namely Harsh Trehan and Inderveer Singh to facilitate loan to the respondent/complainant.

9. Counsel for the petitioner further contends that even though the matter may be got enquired into, however, in so far as the case of the petitioner for grant of regular bail is concerned, the same be decided considering the period of custody, the stage of investigation, the stage of trial and the fact that it is a magisterial trial and the same is not likely to be concluded soon.

10. State counsel also refers to the aforesaid status report and contends that it is a case of multiple fraudulent financial transactions inter se the parties and the same is required to be enquired further into. He submits that given the new revelations, pursuant to the orders passed by

this Court, the matter needs to be further investigated and supervised by some senior competent officer.

11. Counsel for the complainant, however, submits that he is being falsely roped in and that a proper inquiry into the transaction, including the version of the complainant, needs to be undertaken.

12. I have heard learned counsel for the parties and have gone through the documents and the pleadings.

13. The issue is thus being considered from both the aspects, i.e. the entitlement, if any, of the petitioner for grant of bail and the future course of action in light of the affidavit filed by the State. Undisputedly, the petitioner herein is in custody since 26.05.2025 and has undergone an actual custody of nearly five and half months. Investigation against the petitioner is already complete and final report has already been filed. Charge in the case is yet to be framed and the trial shall commence only thereafter.

14. Taking into consideration the facts noticed as above as also the fact that the petitioner has undergone actual custody of more than 5 ½ months and it is a magisterial trial in which further custodial detention of the petitioner is not warranted, the prayer of the petitioner-Harpreet Singh for grant of regular bail is allowed. The petitioner is ordered to be released on bail on his furnishing requisite bail bond/surety bond to the satisfaction of the Trial Court/Duty Magistrate, concerned.

15. It is made clear that the petitioner shall not extend any threat and shall not influence any prosecution witnesses in any manner directly or indirectly.

16. The observation made hereinabove shall not be construed as an expression on the merits of the case and the trial Court shall decide the case on the basis of available material.

17. Now adverting to the aspect of further direction in light of the affidavit, taking into consideration the fact that probably the Investigating Officer conducting the investigation has missed out on some aspects of the present case including the nature of financial transactions and the mischievous purposive maze of litigation created by the petitioner, hence, the investigation into these left out aspects needs to be undertaken under the supervision of a senior officer. This Court, accordingly, directs that further investigation in the present FIR be further conducted under the supervision of Shri L.K.Yadav, IPS, Director, Bureau of Investigation, Punjab. He shall file his final report on conclusion of his further investigation, in a time-bound manner and preferably within a period of 4 months of receipt of a certified copy of this order.

18. Needless to mention that all aspects including the documents that may be relied upon by a suspect would be looked into by the agency.

04.11.2025 **(VINOD S.BHARDWAJ)**
Sailesh **JUDGE**

Whether speaking/reasoned :	Yes	
Whether Reportable :	Yes	No