

CRM-M-51141-2024

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-51141-2024
Reserved on: 17.07.2025
Pronounced on: 30.07.2025

Narinder Singh Bhatia ...Petitioner

Versus

State of Punjab ...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

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

Mr. Jasdev Singh Thind, DAG, Punjab.

Mr. A.S. Khinda, Advocate
for the complainant.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
185	10.07.2024	City Kapurthala, District Kapurthala, Punjab	420 IPC

1. The petitioner apprehending arrest in the FIR captioned above has come up before this Court under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking anticipatory bail.
2. In paragraph 27 of the bail petition, the petitioner declares that he has no criminal antecedents.
3. The facts and allegations are being taken from the status report filed by the State, which reads as follows:-

3. “That present FIR no.185 dated 10.07.2024 Under section 420 IPC was registered at Police Station City Kapurthala against Narinder Singh Bhatia i.e. petitioner on the basis of complaint filed by complainant Karanpal Singh Chadha against following persons:-

- 1. Narinder Singh Bhatia*
- ii. Gurmilan Singh Bhania*
- iii. Manpreet Kaur*
- iv. Parminder Singh*

v. Robin Arora Documents Writer

vi. Registry Clerk Tehsil Office Kapurthala

vii Rajeev Khosla Sub Registrar Kapurthala

4. That complainant has stated that abovesaid persons in connivance with each other executed an agreement to sell dated 05.08.2022 for the sale of House measuring 11 marlas in his favour for total sale consideration of Rs.15,00,000/-. That agreement to sell was executed in his favour by Narinder Singh i.e., petitioner being general power of attorney of Satpal Thapar and Ranjit Kaur Thapar and received Rs.6,50,000/- in cash and Rs.4,50,000/- through cheque as advance money.

5. That complainant further stated that the date fixed for execution of sale deed was 04.12.2022. Narinder Singh i.e. petitioner received Rs.3,50,000/- by way of cheque, and again received Rs.50,000/- on 12.12.2022 and vide separate writing undertook to get the sale deed executed.

6. That complainant further stated that on 26.06.2022 Narinder Singh handed over to him the original documents of the property and promised to get the sale deed executed on 15.07.2023, but he got registered a sale deed on 28.04.2023 vide vasika no.314 against other person as such complainant requested to take legal action against them.

7. That enquiry into the said application was conducted by DSP(D) Kapurthala who after enquiry forwarded his report to SSP Kapurthala who sought second opinion from SP (Headquarter) Kapurthala and after enquiry he forwarded his report to SSP Kapurthala who sought opinion from DA Legal Kapurthala and in the enquiry conducted by SP (Headquarter) it transpired that petitioner being General Power of Attorney of Satpal Thapar and Ranjit Kaur Thapar resident of Canada agreed to sell the property measuring 11 Marlas to the complainant vide agreement to sell dated 05.08.2022 for a consideration amount of Rs.15 Lakh and said amount was paid by complainant in different denomination to the petitioner.

8. That during enquiry it further transpired that complainant has produced his statement of account and hand written receipts of the petitioner of receiving said amount. It further transpired that complainant has levelled allegations against Parminder Singh and Manpreet Kaur, Robin Arora document writer, Registry Clerk Kapurthala and Rajiv Khosla Sub-Registrar Kapurthala has connived for registration of sale deed of the property in favour of Parminder Singh which was mentioned in agreement to sell with the complainant, however in the enquiry conducted by DSP (D) Kapurthala it has already been

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held that in case Parminder Singh and Manpreet Kaur were in the knowledge that petitioner has already entered into agreement to sell the said property with someone else then they could not have purchased said property. It has further come on record that Robin Arora Document writer and Registry clerk had no knowledge with respect to earlier agreement in favour of complainant and they have no connection with it.

9. That during enquiry it further transpired that Rajiv Khosla Sub-Registrar Kapurthala has been found to have performed his proper duty regarding the registration of sale deed in favour of Manpreet Kaur wife of Parminder Singh of said house, as such no involvement of them has come on record with respect to committing cheating with the complainant as such SP(HQ) agreed with the report submitted by DSP (D) Kapurthala hence it was held that petitioner has committed cheating with the complainant to the tune of Rs. 15 Lakh by receiving said amount in different denominations on different dates with respect to executing agreement to sell in favour of complainant and have given hand written receipts however executing sale deed of the same in favour of Manpreet Kaur by receiving sum of Rs. 20 lakh on 28.04.2023 hence enquiry officer recommended to register FIR u/s 420 IPC against petitioner and forwarded his report to SSP Kapurthala who after taking opinion from DA Legal recommended to register FIR against petitioner.”

4. The complainant claimed that he was a practitioner advocate and had entered into an agreement to purchase 11 marlas of land to build up structure, details of which are given in the FIR. The agreement was entered into with accused Narinder Singh Bhatia. The reason for ending to agreement with Narinder Singh Bhatia was that he had showed a general power of attorney to the purchaser, even after entire payments have been made, everything was done, accused No.1 transferred the property in favour of his wife-accused No.3. Hence the FIR was registered. There is no reason to go into details in long FIR. Needless to say that when a lawyer had drafted the FIR, he was quite sure that all the facts have been mentioned, which are relevant to decide this petition.

5. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that pre-trial incarceration would cause an irreversible injustice to the petitioner and their family. Counsel further 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.

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6. The State's counsel opposes bail and refers to the reply.

7. It would be appropriate to refer to the following portions of the reply, which read as follows:

"That there are specific allegations against the petitioner of cheating the complainant to the tune of Rs. 15 Lakh by executing agreement to sell of property measuring 11 Marlas and receiving sum of Rs.15 Lakh by giving proper receipts, instead executing sale deed of property in favour of Manpreet Kaur by receiving sum of Rs. 20 Lakh hence present FIR was rightly registered against the petitioner hence custodial interrogation of petitioner is necessary for recovery of Rs.15 lakh from petitioner thus present petition is liable to be dismissed."

REASONING:

8. After rejection of the bail by the trial Court, petitioner came up before this Court and vide order dated 05.11.2024, Coordinate Bench of this Court had stayed the petitioner's arrest and at that time even the complainant was represented through counsel. After that vide order dated 24.03.2025, matter was sent for mediation by the same Coordinate Bench and now the report of the Mediator has come, as per which mediation was failed.

9. The possibility of the matter being a civil dispute is at large and whether it would make out a criminal case, is a debatable question. Once two view is possible, the view of favouring an accused has to be preferred over the view favouring the complainant over the prosecution. Thus, on this criminal jurisprudence, petitioner is entitled to bail

10. Pre-trial incarceration should not be a replica of post-conviction sentencing. The evidence might be prima facie sufficient to launch prosecution or to frame charges, but this Court is not considering the evidence at that stage but is analyzing it for the stage of anticipatory bail. An analysis of the above does not justify custodial interrogation or pre-trial incarceration.

11. Given the above, the penal provisions invoked 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 custodial interrogation or the pre-trial incarceration at this stage. 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.

12. Given above, provided the petitioner is not required in any other case, the petitioner shall be released on anticipatory bail in the FIR captioned above subject to furnishing bonds to the satisfaction of the Arresting Officer, and if the matter is before a Court, then the concerned Court and due to unavailability before any nearest Ilaqa Magistrate/duty Magistrate. Before accepting the surety, the concerned Officer/Court must be satisfied that if the accused fails to appear, such surety can produce the accused.

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13. 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)	

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

15. The petitioner is directed to join the investigation as and when called by the Investigator. The petitioner shall be in deemed custody for Section 27 of the Indian Evidence Act, 1872/ Section 23 of BSA, 2023. The petitioner shall join the investigation as and when called by the Investigating Officer or any Superior Officer and shall cooperate with the investigation at all further stages as required. In the event of failure to do so, the prosecution will be open to seeking cancellation of the bail. During the investigation, the petitioner shall not be subjected to third-degree, indecent language, inhuman treatment, etc.

16. 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.

17. In case the Investigator/Officer-In-Charge of the concerned Police Station arraigns another section of any penal offense in this FIR, and if the new section prescribes a maximum sentence that is not greater than the sections mentioned above, then this bail order shall be deemed to have also been passed for the newly added section(s). However, suppose the newly inserted sections prescribe a sentence exceeding the maximum sentence prescribed in the sections mentioned above; then, in that case, the Investigator/Officer-In-Charge shall give the petitioner notice of a minimum of seven days, providing an opportunity to avail the remedies available in law.

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

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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. A certified copy of this order would not be needed for furnishing bonds, and any Advocate for the Petitioner can download this order along with case status from the official web page of this Court and attest it to be a true copy. If the attesting officer wants to verify its authenticity, such an officer can also verify its authenticity and may download and use the downloaded copy for attesting bonds.

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

(ANOOP CHITKARA)
JUDGE

30.07.2025
anju rani

Whether speaking/reasoned: Yes
Whether reportable: No.