



In the High Court of Punjab and Haryana, at Chandigarh

Criminal Misc. No. M-51292 of 2025

**Reserved On: 16.10.2025
Pronounced On: 17.10.2025**

Vishal Singh

... Petitioner(s)

Versus

State of Haryana

... Respondent(s)

CORAM: Hon'ble Mr. Justice Surya Partap Singh.

Present: Mr. Ram Kumar Saini Advocate
for the petitioner(s).

Ms. Deepali Verma, Assistant Advocate General,
Haryana, for the respondent.

Mr. Kamal Chaudhary, Advocate
for the complainant.

Surya Partap Singh, J.

1. For the commission of offence punishable under Section 420 of the Indian Penal Code, 1860, hereinafter being referred to as “IPC” only, the FIR No. 102 dated 25.06.2025 has been lodged in Police Station B.P.T.P. Fridabad, District Faridabad.

2. In the above-mentioned case, the petitioner is apprehending arrest, and therefore, he has approached this Court for the benefit of bail, by virtue of present petition under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023, hereinafter being referred as “BNSS”.

3. In nut-shell, the facts emerging from the record are that the FIR of this case came into being in response to a joint complaint submitted by

the complainants, namely Rinku Kaushik, Amit and Rohtash. It was alleged

by the complainants that the petitioner was a property dealer under the name and style of 'M/s Salasar Estate'. According to complainants, the name of above-mentioned company has been changed as 'VIP'. It was further alleged by the petitioner that with regard to purchase of ground floor and basement in a building situated in plot No. 94, a deal was struck through 'M/s Salasar Estate', for a consideration of ₹1,00,00,000/-, approximately. According to complainants, as a part of above-mentioned deal, they had deposited ₹7,50,000/- in the account of 'Auric Company', whereas ₹47,50,000/- were deposited in the account of petitioner and the remaining amount was paid in cash. It has been the claim of the complainants that the petitioner had assured that he would get the property transferred in their names and he got the above-mentioned property transferred in the name of Riku Kaushik, but for want of payment of requisite money to Auric Company, the 'Builder-Buyer's Agreement' could not be handed over to the complainants. The complainants had alleged that they had paid money to the petitioner, who had obtained it under the false pretext that he would pay the above-mentioned money to the company, but he has not paid the above-mentioned money to 'Auric Company' and now he has refused to pay the same. According to complainants, by adopting the above-mentioned modus operandi, they have been cheated.

4. Heard.

5. It has been contended by learned counsel for the petitioner that the petitioner is innocent who has committed no offence. As per learned counsel for the petitioner, in fact the property which was purchased by the complainants already stands transferred in the name of one of the

complainants, i.e. Rinku Kaushik, and that with regard to any liability, to be discharged by 'M/s Salasar Estate', the responsibility lies with the brother of Rinku Kaushik. In this regard, the learned counsel for the petitioner has referred to an agreement dated 31.01.2024. The above-mentioned agreement was executed between the petitioner as 'first party' and Rahul Sharma, the brother of Rinku Kaushik as 'second party'. According to learned counsel for the petitioner, there is a very specific clause in the above-mentioned agreement that any liability with regard to dues of 'M/s Salasar Estate', after 01.02.2024, would be of Rahul Sharma, the brother of complainant, namely Rinku Kaushik.

6. It has been further contended by learned counsel for the petitioner that a false story with regard to payment of cash and other money, to the petitioner, has been cooked up by the complainants in order to extract money, and that in fact, on transfer of property in favour of Rinku Kaushik no liability remains to be discharged by the petitioner.

7. Per contra, the learned State counsel, being assisted by the learned counsel for the complainant, has come forward with the argument that the petitioner has duped the complainants under a false pretext that the money paid to him by the complainants would ultimately be transferred into the account of Auric Company, and thus, the property in question would become the property of complainants. According to learned State counsel, the petitioner, instead of transferring the money into the account of Auric Company, has misused the same, and thus, created a situation wherein the complainants although having allotment letters of the property, are unable to get 'Builder-Buyer's Agreement'. According to learned State counsel, for

want of remaining consideration which presently lies with the petitioner, the respondents are not getting their dues and the action of the petitioner speaks about his malafide.

8. The record has been perused carefully.

9. In the present case, one of the most relevant aspect to be taken into consideration is that there are several facts which have been alleged by one party and not disputed by opposite party. Since the above-mentioned facts are admitted facts, *prima facie*, the same stand proved. Those facts are:-

- i) that the petitioner had been working as a property dealer in the name & style of 'M/s Salasar Estate';
- ii) that the complainants and the petitioner had a deal with regard to purchase of property comprised in plot No.94;
- iii) that the above-mentioned property belonged to real estate firm, namely Auric Company;
- iv) that the allotment of above said property stands transferred in the name of one of the complainants, namely Rinku Kaushik;
- v) that the builder has handed over 'Builder-Buyer's Agreement' with regard to above-mentioned property for want of remaining payment.
- vi) that the money worth ₹12,50,000/- from the account of and ₹10,00,000/- from the account of Rohtash and ₹25,00,000/- from the account of Amit were deposited in the account of 'M/s Salasar Estate';

10. In the above mentioned given fact situation, the only question remains to be determined is the payment of above-mentioned money from the account of 'M/s Salasar Estate' to the account of builder i.e. Auric Company. With regard to above-mentioned payment, the petitioner has not come forward with any specific averment/evidence. Although it has been contended on behalf of petitioner that w.e.f. 01.02.2024 any liability to pay due has to be discharged by Rahul Sharma, the brother of complainant-Rinku Kaushik, but this fact cannot be ignored that the deal with regard to property in question had taken place prior to agreement dated 31.01.2024. Otherwise also, once the money was received by the petitioner in his account, he was supposed to transfer it to the account of builder, but he has failed to do so. In addition to above, this fact cannot be ignored that the remedy of anticipatory bail is an extraordinary remedy.

11. It is also relevant to mention here that the remedy of anticipatory bail is an extraordinary remedy for a person who is accused of grave offence. With regard to such relief, the Hon'ble Supreme Court of India in the case of *Srikant Upadhyay v. State of Bihar 2024 SCC OnLine SC 282*, has observed that power to grant anticipatory bail is extraordinary power. In the above-mentioned case, it has also been held that irrespective of the fact that in a number of cases it has been held that bail is a rule, it cannot, by any stretch of imagination, be said that anticipatory bail is a rule.

12. The Hon'ble Supreme Court of India in the above mentioned case has further observed that rule of anticipatory bail is a question of judicial discretion depending upon the facts and circumstances of each case.

According to Hon'ble Apex Court, when called upon to exercise the above

said power the Court concerned has to be very cautious, as the grant of interim protection to the accused in serious cases may lead to miscarriage of justice, and hamper the investigation.

13. Similarly, in the case of *Nikita Jagganath Shetty alias Nikita Vishwajeet Jadhav v. The State of Maharashtra and Another (Special Leave Petition (Criminal) No. 10255 of 2024, decided on 21.07.2024)*, the Hon'ble Supreme Court of India has held that anticipatory bail is an exceptional remedy and it ought not be granted in a routine manner. As per the Hon'ble Supreme Court, there must exist strong reasons for extending indulgence of this extraordinary remedy to a person accused of grave offence.

14. In the case of *Gurbaksh Singh Sibba etc. v. State of Punjab 1980 SCC (2) 565*, the Hon'ble Supreme Court of India has also held that:-

- i) the power under Section 438, Criminal Procedure Code, is of an extra-ordinary character and must be exercised sparingly in exceptional cases only.
- ii) the said power is not unguided or uncanalized but all the limitations imposed in the preceding Section 437, are implicit therein and must be read into Section 438.
- iii) in addition to the limitations mentioned in Section 437, the petitioner must make out a special case for the exercise of the power to grant anticipatory bail.
- iv) Where a legitimate case for the remand of the offender to the police custody under Section 167(2) can be made out by the investigating agency or a reasonable claim to

secure incriminating material from information likely to be received from the offender under Section 27 of the Evidence Act can be made out, the power under Section 438 should not be exercised.

15. Taking into consideration the cumulative effect of the entire discussion and the relevant legal propositions, and the fact situation of this case, it is hereby held that if an opportunity of interrogation of the petitioner is denied to the Investigating Agency it will scuttle the investigation of this case. It is apparent on record that in such eventuality the set back to the investigation of this case would be beyond repair. Hence, it can be safely concluded in the present case that instant case is not a case wherein the discretion should be exercised in favour of petitioner.

16. As a sequel to observations made in the foregoing paragraphs, it is hereby held that the instant petition for anticipatory bail is devoid of merits and deserves dismissal. Thus, the present petition is hereby dismissed, accordingly.

(Surya Partap Singh)
Judge

October 17, 2025
“DK”

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No