2025:PHHC:153153

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M No.56381 of 2024 (O&M)
Date of Decision: 06.11.2025
Reserved on: 04.11.2025

Farida ... Petitioner

Versus

State of Haryana ... Respondent

CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA

Present: Mr. Tanvir Singh Grewal, Advocate,
for the petitioner.

Mr. Ved Parkash, Senior DAG, Haryana.

Mr. Kunal Dawar, Sr. Advocate with
Mr. Saurav Bajaj, Advocate,
for the complainant.

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MANISHA BATRA, J.

1. The present petition has been filed by the petitioner under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (for short 'BNSS') seeking anticipatory bail in the FIR mentioned below:-

FIR No.	Dated	Police Station	Sections
143	29.05.2023	Sector-56, District Gurugram	406, 420, 506, 216 and 120-B of IPC (506 and 216 of IPC added later on)

2. Brief facts relevant for the purpose of disposal of the present petition are that the aforementioned FIR was registered on the basis of a complaint lodged by the complainant Nitin Tuteja alleging that he had

entered into an agreement to purchase property owned by the petitioner for a sum of Rs.1,15,00,000/-. A written agreement was executed. A sum of Rs.4 lakhs had been paid by him to the petitioner on 13.12.2020. The petitioner had mentioned in the receipt executed by her that the subject property was free from all encumbrances. The sale deed was to be executed by 15.05.2023. However, sometime thereafter, the complainant came to know that the petitioner had already agreed to sell the same property to some other person namely, Suraj and had even executed a receipt of money in her favour. He asked the petitioner to execute sale deed but in vain, she also did not return his money to him with a dishonest intention. He also came to know from various property dealers that the petitioner and her husband had befooled other people as well by executing such agreement. As such, he prayed for taking action against the petitioner and other co-accused. After registration of FIR, investigation proceedings were initiated. The investigation is underway. Apprehending her arrest, the petitioner moved an application for grant of anticipatory bail which has been dismissed by the Court of learned Additional Sessions Judge, Gurugram vide order dated 05.11.2024.

3. It is argued by learned counsel for the petitioner that she has been falsely implicated in this case. Infact, she is a victim in this case. She had agreed to sell the property in question to one Jagdish Babbar proprietor of Rajdhani Properties for sale consideration amount of Rs.1,15,00,000/-. An amount of Rs.23 lakhs was to be paid as earnest money. The said Jagdish

Babbar paid an amount of Rs.4 lakhs on 13.12.2022 and he got signed an advance receipt from her. He paid another amount of Rs.14 lakhs on 14.12.2022 but got signed a receipt for a sum of Rs.18 lakhs from her by assuring that the previous receipt of Rs.4 lakhs would be destroyed. However, the names of the buyer were kept blank in those receipts and signatures of her husband Firoz Khan was secured as a witness over the same. The remaining advance money had not been paid by the above named Jagdish Babbar and he told her husband to sell the property to someone else and to return back his money as he was not in a position to pay the remaining advance amount. It is further submitted that believing the above named Jagdish Babbar, the petitioner and her husband had entered into an agreement to sell the same property in favour of Veena Gupta who also paid advance amount of money but then Jagdish Babbar started creating disputes and extending threats to them by saying that he was having two blank receipts and would involve them in false cases. It is argued that infact they had received an amount of Rs.4 lakhs from Jagdish Babbar only and no receipt in favour of the complainant had been executed at any point of time. The dispute between the parties is of totally civil nature which has been given a criminal colour. The ingredients for commission of offence of cheating and fraud etc. are not attracted against her. She is ready to join the investigation. Her custodial interrogation is not required. It is, therefore, urged that the petition deserves to be allowed.

4. It will not be out of place to mention here that the matter had

been sent to the Mediation and Conciliation Centre of this Court and a settlement had been arrived at between the parties which is part of record of this petition. As per the terms of the settlement, the petitioner agreed to pay different amounts of money to the complainant, Veena Gupta who was the second prospective purchaser and Suraj who too is alleged to have entered into an agreement to purchase property from her, in two instalments. Despite the fact that this agreement had been entered into between the parties as on 20.01.2025 and thereafter the petitioner has availed several opportunities to address arguments, the payment of the settled amount has neither been paid to the complainant or to other alleged victims namely, Veena Gupta and Suraj.

5. Learned Senior Deputy Advocate General, Haryana assisted by learned counsel for the complainant has argued that there are specific allegations against the petitioner as with intent to cause wrongful loss to the complainant since the very beginning, she entered into an agreement with the complainant, took a sum of Rs.4 lakhs from him and then executed agreements in favour of other victims namely, Veena Gupta and Suraj for different amounts of money qua the same property. The ingredients for commission of offence of cheating are prima facie attracted in this case. The dishonest intention on the part of the petitioner is reflected from the fact that even after a gap of about 10 months from the date of entering into settlement agreement, she has failed to honour the same. It is also submitted that no exceptional or extraordinary circumstance for grant of pre arrest bail is made

out in favour of the petitioner. Her custodial interrogation is required for conducting thorough and proper investigation. It is, therefore, urged that the petition does not deserve to be allowed.

6. This Court has heard learned counsel for the parties at considerable length and have perused the record.

7. The petitioner in connivance with her husband is alleged to have entered into an agreement to sell her property to complainant Nitin Tuteja. However, with regard to the same property, two separate agreements are alleged to have been executed by her in the name of two different persons namely, Veena Gupta and Suraj who were even parties to the mediation proceedings. She received money from them also. She failed to perform her part of the agreement. The allegations prima facie attract the ingredients for commission of offence of cheating as against her. The custodial interrogation of petitioner is certainly required for proper and effective investigation of the matter. In case, the same is denied to the investigation agency, that shall leave many glaring loopholes and gaps, adversely affecting the investigation. The Court has also to see that an order of anticipatory bail should not operate as an inroad in the normal legal procedure of criminal cases by the trial Court. It is well settled proposition of law that powers for grant of pre arrest bail are to be exercised in exceptional and extraordinary circumstances but no such circumstance is made out in this case. Accordingly, finding no reason to allow the petition, the same is dismissed.

8. It is, however, clarified that observations made hereinabove shall not be construed as an expression of opinion on the merits of the case.

9. Miscellaneous application(s), if any, also stand disposed of.

(MANISHA BATRA)
JUDGE

06.11.2025
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Whether speaking/reasoned Yes/No
Whether reportable Yes/No