

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

101+217

CRM-M-58604-2024 (O&M)
Date of Decision:- 19.03.2025

NIRMAL SINGH

...Petitioner(s)

Versus

STATE OF PUNJAB

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE SANJIV BERRY

Present : Mr. Ritesh Aggarwal, Advocate for the petitioner.

Mr. Ankit Grewal, DAG Punjab.

Mr. S.S. Sarwara, Advocate for the complainant.

SANJIV BERRY, J. (ORAL)

CRM-11398-2025

For the reasons stated in the application, same is allowed.

Annexure P-5 and P-6 are taken on record subject to all just exceptions.

CRM-M-58604-2024

By way of present petition filed under Section 482 Bharatiya
Nagarik Suraksha Sanhita, 2023, petitioner seeks anticipatory bail in case
FIR (Annexure P-1) as under:

FIR No.	Dated	Sections	Police Station
101	02.10.2024	406, 420 and 120-B IPC	Bhadson, District Patiala

2. It is *inter alia* contended by learned counsel for the petitioner
that the petitioner is innocent and has been falsely implicated in the case. He



contends that the petitioner has not cheated the complainant as alleged and in fact after the execution of the Agreement to Sell dated 30.05.2022, the sale deed was executed in favour of one Hardeep Singh with the consent of the complainant as there are specific stipulations in the agreement that the complainant can get the sale deed registered either in his name or in the name of anybody else. He further contends that the petitioner has neither cheated nor defrauded the complainant in any manner and is ready to join the investigation. Thus prays for grant of anticipatory bail to the petitioner.

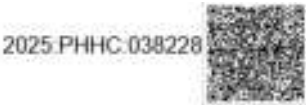
3. *Per contra*, learned State counsel assisted by learned counsel for the complainant while referring to the status report filed by the State has strongly opposed the grant of bail to the petitioner by arguing that from the oral as well as documentary evidence collected during investigation, it is evident that the petitioner had intentionally defrauded the complainant by selling the property qua which Agreement to Sell was already executed after receiving ₹30,50,000/- from the complainant. They contend that the petitioner had extended the date for execution of the sale deed on 30.11.2022 for 30.06.2023, but he had already purchased the stamp papers for execution of the sale deed in favour of Hardeep Singh on 24.11.2022 itself, which clearly shows mala fide and fraudulent intention on the part of the petitioner to commit fraud with the complainant after having received ₹30,50,000/- from him. They, as such, pray for dismissal of the petition.

4. The case of the prosecution is that the complainant was introduced to one property dealer Binder Singh and he approached the petitioner and Karanveer Singh for purchase of land, which was agreed to be



sold at the rate of ₹26,60,000/- per acre. On 30.05.2022, an agreement to sell was executed between the parties, according to which the sale deed was to be executed by 30.11.2022. However, on 30.11.2022, a separate deed for extension of time was executed, extending the date for execution of sale deed to 30.06.2023, but in the meanwhile, the petitioner got transferred the land in favour of Hardeep Singh on 12.12.2022. The stamp papers for such transaction in favour of Hardeep Singh was purchased on 24.11.2022.

5. After considering the rival contentions and perusing the record, it transpires that the execution of the Agreement to Sell dated 30.05.2022 is not disputed and as per the same the sale deed was to be executed on or before 30.11.2022. As per the case of the petitioner, another deed was executed between the parties (Annexure P-6), whereby the period for execution of the sale deed was extended to 30.06.2023. It is on record that the property was in fact sold to one Hardeep Singh on 12.12.2022 by the petitioner and the stamp papers for the same were purchased on 24.11.2022 itself, i.e. during the subsistence of the earlier Agreement to Sell with the complainant and in this manner, the complainant has been defrauded by the petitioner and other co-accused of an amount of ₹30,50,000/-. Although the petitioner has put in the version that the property has been sold with the consent of the complainant, but no such memo has been brought on record to show the consent so given by the complainant. From the record, it is evident that the petitioner has intentionally defrauded the complainant after taking ₹30,50,000/- from him. The matter requires thorough probe for which the custodial interrogation of the petitioner is required.



6. Therefore, considering the nature and gravity of offence, it is observed that no case is made out in favour of the petitioner for grant of anticipatory bail, as a consequence, the petition is hereby dismissed.
7. Any observation made above shall not be construed as opinion of this Court on the merits of the case.

(SANJIV BERRY)
JUDGE

19.03.2025
S.Sharma(syr)

i)	Whether speaking/reasoned?	Yes/No
ii)	Whether reportable?	Yes/No