



BPTP Astaire Gardens Sector-70, Gurugram measuring 266.71 Square yards. Mohit Jain informed him that the said property valued around Rs. 3.6 Crores and the same would be sold at a higher rate appreciation within a gap of few months. It was decided that the complainant would pay a sum of Rs. 1.8 cr, 30% of the total amount. The remaining consideration shall be managed by the accused persons whereas he has already paid some amount for the property bearing No. F02, BPTP Astaire Gardens Sector-70, Gurugram and had allotment letter is in his name. The complainant paid Rs. 28,00,000/- to the accused as per agreement and the remaining amount was to be considered/adjusted from buying of his shop situated in VSR Infratech which will be transferred in the name of Mohit Jain. The accused issued cheques of Rs. 30,00,000/-. It was also decided that as the property was in the name of Mohit Jain, on sale, 70% of the money shall be kept by Mohit Jain and 30% shall be kept by the complainant. Memorandum of understanding dated 22.04.2023 was also entered in this regard. As per terms and conditions, Mohit Jain issued cheques of Rs. 1,08,00,000/- in the name of the complainant to secure the investment. As per MOU, the complainant had 90 days time to transfer the property in the name of Mohit Jain, however, on the same day, he signed the transfer paper of his property. It was further decided that accused Mohit Jain would not get the sale deed registered in his name till the return of agreed amount to the complainant. He also issued letter dated 24.02.2024 to Mohit Jain. After the transfer of his shop, when the complainant approached Mohit Jain, he disclosed that he has sold away his shop at escalated price. The 30% amount of his share was not paid to him. Mohit Jain stated that he can present the cheques of Rs. 54 Lakhs for encashment, however, the same were dishonoured. He approached the accused Mohit Jain on several occasions but to not avail. He came to know that Mohit Jain had sent a legal notice to VSR Infratech for seeking transfer / sale deed of the shop in question in his name. Prayer was made for taking legal action. Thereupon, the above mentioned FIR No. 319 dated 04.09.2024 u/s 420 IPC registered at P.S. Shivaji Nagar, Gurugram."

4. Counsel for the petitioner submits that the matter has been compromised between the parties. He further 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.
5. The State's counsel opposes bail and refers to the reply. Counsel for the complainant submits that the matter stands compromised, as such, they have no objection if bail is granted to petitioner.
6. It would be appropriate to refer to the following portions of the reply dated 15.03.2025, which read as follows:

"xxx xxx xxx xxx

8. *That the role of the petitioner Mohit Jain in the present case is that he allured / influenced the complainant and obtained the amount of Rs.28 Lakhs from him on 22.04.2023 on the pretext of making him 30% owner of Unit No. F-02, Astaire*



Gardens, BPTP Sector-70 and 70A, Gurugram and further, the petitioner fraudulently got signed the documents from the complainant for transferring the complainant's shop no GB-53, GF, Tower-B, Avenue 68, Gurugram in his name, whereas, the petitioner had not made any payment to BPTP company for the above mentioned Unit No. F-02, Astaire Gardens, BPTP Sector-70 and 70A, Gurugram. He had only booked the said unit which was later on cancelled by the BPTP company. The petitioner had also issued two cheques of Rs. 54 Lakhs each (total Rs.1,08,00,000/-) out of which one cheque was submitted by the complainant in the bank, which was dishonoured. In this way, the petitioner obtained Rs. 28 Lakhs from the complainant for a unit (for which he had not made the payment and his booking was cancelled) and he also fraudulently obtained the signatures of the complainant on the documents of transferring of his (complainant's) shop in his (petitioner's) name.

REASONING:

7. The matter has been compromised between the parties. 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.
8. Given the above, the penal provisions invoked coupled with the prima facie analysis of the nature of allegations, fact of compromise 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. This order shall come into force from the time it is uploaded on this Court's official webpage.
9. 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.
10. 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) | |
11. This order is subject to the petitioner's complying with the following terms.
12. The petitioner is directed to join the investigation within seven days of uploading this



order on the official webpage of the High Court of Punjab and Haryana and 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.

13. 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.

14. ***This bail is conditional, and the foundational condition is that if the petitioner indulges in any non-bailable offense, the State may file an application for cancellation of this bail before the Sessions Court, which shall be at liberty to cancel this bail.***

15. Any observation made hereinabove is neither an expression of opinion on the case's merits nor shall the trial Court advert to these comments.

16. 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.

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

03.07.2025
renubala

(ANOOP CHITKARA)
JUDGE

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