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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M No.61565 of 2024
Date of Decision: 06.11.2025
Reserved on: 04.11.2025

Firoz Khan ... 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.

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 the aforementioned FIR was registered on the basis of a complaint lodged by the complainant Nitin Tuteja alleging that he had

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entered into an agreement to purchase property owned by wife of 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 and his wife on 13.12.2020. The wife of 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 and his wife had already agreed to sell the same property to some other person namely, Suraj and had even executed a receipt of money in his favour. He asked the wife of 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 his wife 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 his 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 he has been falsely implicated in this case. Infact, his wife and himself are victims in this case. His wife 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

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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 the petitioner were procured as a witness over the same. The remaining advance money had not been paid by the above named Jagdish Babbar who told the petitioner and his wife 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, his wife 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 him. He is ready to join the investigation. His 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

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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, his wife and himself agreed to pay different amounts of money in instalments 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 the wife of the petitioner. Despite the fact that this agreement had been entered into between the parties as on 20.01.2025 and thereafter the petitioner and his wife have 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 in connivance with his wife and with intent to cause wrongful loss to the complainant since the very beginning, his wife 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 agreements, his wife and himself have failed to honour the same. It is also submitted that no exceptional or

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extraordinary circumstance for grant of pre arrest bail is made out in favour of the petitioner. His 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. In connivance with the petitioner, his wife is alleged to have entered into an agreement to sell her property in favour of the complainant Nitin Tuteja and received an amount of Rs.4 lakhs from him. As per the allegations with regard to the same property, two different agreements were subsequently executed by wife of the petitioner which were signed by him as attesting witness, in the names of two different persons namely, Veena Gupta and Suraj who were even parties to the mediation proceedings. The petitioner and his wife had not honoured the settlement agreements as executed during the course of mediations. They have received money not from the complainant but from Veena Gupta and Suraj also qua sale of their property but did not executed any sale deed. The allegations prima facie attract the ingredients for commission of offence of cheating as against him. 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

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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.

06.11.2025
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(MANISHA BATRA)
JUDGE

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