IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-62336-2024
Reserved on: 21.04.2025
Pronounced on: 28.04.2025

Deepak Kumar ...Petitioner

Versus

State of Haryana …Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Nitin Jain, Advocate and
Ms. Vanshika Sharma, Advocate,
for the petitioner.

Mr. Naveen K.Sheoran, DAG, Haryana.

Mr. S.N. Pillania, Advocate,
for the complainant.

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ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
219	26.04.2022	City Thanesar, Distt. Kurukshetra (Haryana)	406, 420, 465, 120-B IPC (Sections 467, 468, 471, 201 and 216 IPC added later on)

1. The petitioner incarcerated in the FIR captioned above had come up before this Court second time under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking regular bail.

2. As per note of the bail petition and as per para 15 of the reply, the accused has the following criminal antecedents:

Sr. No.	FIR No.	Dated	Offenses	Police Station
1.	236	24.06.2023	406, 419, 420, 465, 467, 468, 471, 201 and 120-B IPC	Sadar Pehowa
2.	292	24.04.2023	406, 420, 465, 467, 468, 471 and 120-B IPC	Sadar Pehowa

3. The facts and allegations are being taken from the translated copy of FIR annexed with the bail petition as Annexure P-1, which reads as follows:

> *"Contents of application are as follows, "Application No 355-Peshi Date: 14.3.2022. To The Superintendent of Police, Kurukshetra Subject: Application against Deepak Kumar (Mobile No.63770xxxxx) son of Sh. Champa Lal, resident of Naiko Ka Waas, Giri. District Paali. (Raj.): 2.Sumit Kumar (Mobile No. 93500xxxx) son of (not known), resident of*

Nagura, 3. Shiv Kumar (Mobile No.9068xxxx) son of (not known), resident of village Thana, District Kurukshetra; 4. Sunil Singh Shekhawat (Mobile # 96103xxxx) son of Sh. Swai Singh Shekhawat, resident of Jaipur, 5. Vishnu, Advocate, Ahmedabad (Mobile No. 82007xxxx, 90672xxxx); 6. Nitesh Ranjan, Operation Head, Adani Power Limited. (Mobile No. 90500xxxx) for entering into fake agreement to sell and grabbing sum to the tune of crores, demanding money and giving threats of elimination. Sir, It is humbly submitted that I, Pardeep Kumar son of Sh. Maan Singh, is resident of House No. 512, Sector 30, Kurukshetra and is law-abiding & peace-loving person. I was having a chemist shop near Second Gate, Grain Market, Kurukshetra. In August, 2021, accused No.1 to 4 came to my shop and told that we have come to know that you are willing to purchase some land, we are Property Dealer by profession and charge 1% Commission only from vendor, and no commission is charged from vendee. The accused No. 2 to 4 told the applicant that accused No. 1 is authorized officer of Adani Power Limited, Ahmedabad, who use to deal with lands belonging to Adani Group. The company is having a plant, situated in an area of 75 acres at Village Thana, District Kurukshetra. Now, the company is willing to sell out about 30-35 acre land out of said land, which we will bring you on less than the ongoing market price. Accused No.1, who was also present over there, also agreed to the facts, narrated by said persons. I asked the accused about rate of land, on which, accused No.1 said that I will sell out the land Rs.15 lac per acre, from which, Rs.3 lae per acre will be received in cash and Rs.12 lac per acre will be received by the company. All the accused assured that there is no deficiency in land and its title is absolutely clear. The said accused, in connivance with each other, took me under their impression. I asked them to show the land and its title deeds. Then it was agreed to see the land on next day. All the accused brought me to the said plant, situated at Village Thana and showed me the land. I agreed to their proposal, on which, the accused brought me to Bus Stand, Village Keodak, where they obtained photocopies of all papers and delivered me the same. Then they brought me to Tehsil office, Pehowa, where accused No.1 showed the title deeds to Patwari Halqa and assured me that title of said land is absolutely clear. Then the date fixed for execution of agreement to sell and we came back to Kurukshetra. 3. That on 28.8.2021, I received a phone call on my Mobile No. 94660xxxx from Mobile No.63770xxxx belonging to accused No. 1, who told me that I have called the Law Officer of Adani Group (accused No. 5) tomorrow, who is willing to meet you and will also satisfy you in all respect, then you may enter into agreement to purchase the said land. That *as asked by accused No.1, I arrive at Divine Clark Hotel, Kurukshetra on 29.8.2021, where accused No.1, Law Officer of company (accused No.5), Sumit (accused No.2), Sunil (accused No. 4) & Shiv Kumar (accused No. 3) found present. My friend Kamal was accompanying with me. On arriving there, all the accused introduced me with Vishnu, Advocate, Ahmedabad, accused No. 5. Accused No. 5 also assured me that accused No. 1 representative/officer of our company Adani Power Ltd. and our company is willing to sell out land measuring about 30-35 acres, you will get the land on rate, as insisted by accused No. 1. So you may enter into deal without any fear or doubt & pay money. Accused further went to say that accused No. 1 & accused No. 6 Nitesh Ranjan, Operation Head, have sold out scrap & junk of Adani Group for about Rs. 2 crore through accused No.1. I was told that accused No. I has constructed his house at Beawar with said amount and he will bring a flat to Nitesh Ranjan at Gurgaon. All this was told on 4.3.2022, when 1 received a phone call from accused No. 6 Nitesh Ranjan, which recording is lying with me. Accused No.1 & 6 are also having hand in gloves with them, as when the said accused brought me to Adani Power Plant at Village Thana, the staff present over there behaved with them in decent manner. Then on 01.09.2021, the said accused brought me & my friend Kamal to Tehsil Premises, Pehowa. Where accused No. 1 received a sum of Rs.24,51,000/- from me and got executed an agreement to sell regarding land measuring 19 acre 5 marla in my favour, according to which, the date for registration of sale deed was fixed as 31.12.2021. Kamal put his signature on said deed as witness (a copy of which is enclosed herewith). That at the time of execution of agreement to sell on 01.09.2021 by Deepak Kumar, he told me that I have been looking after the plant, situated at village Thana, since past couple of years and a number of rich persons are known to me, you just get executed agreement to sell regarding said land from me, then I will tell you as which person can purchase land from you. After execution of said agreement to sell, Deepak Kumar told me that Gurmail Singh (Thekedar) son of Sh. Ram Sharan son of Sh. Sheru, resident of House No.1295/25, Charanjit Colony, Ambala Road, Kaithal, is willing to purchase the said land. He is a leading contractor and is well to do, if you may meet him, we will get finalized your deal. Then I approached said Gurmail Singh and discussed about said land, on which, Gurmail Singh agreed to purchase the said land de Rs.20.50 lac per acre. Hence I got executed an agreement to sell regarding land measuring 19 acre 4 marla in favour of said Gurmail Singh (Thekedar) son of Sh. Ram Sharan son of Sh. Sheru, resident of House No.1295/25, Charanjit Colony, Ambala*

Road, Kaithal by getting an earnest money for Rs. One crore (a copy enclosed herewith) 8. That the accused came to know that I have further entered into an agreement to sell regarding land under said agreement to sell and have got money. Then said accused told me that you may further purchase land measuring 9-10 acre old rate. I came under their impression. Then on 23.9.2021, said accused brought me to Tehsil Premises, Kurukshetra, where accused No.1 received an amount of Rs.25,20,000/- from me and got executed an agreement to sell regarding land measuring 9 acre 4 marla in my favour. My friends Gurmit & Pawan put their respective signatures on said agreement to sell in capacity of witnesses (copy enclosed herewith). The accused again trapped me by saying that in case you may sell out the said land, you may get handsome profit. 9. That I came under impression of accused and entered into an agreement to sell regarding land belonging to agreement to sell dated 23.9.2021 on 14.10.2021 in favour of Gurmail Singh (Thekedar) son of Sh. Ram Sharan son of Sh. Sheru, resident of House No.1295/25, Charanjit Colony, Ambala Road, Kaithal @ Rs.20.50 lac per acre for total sale consideration of Rs.30 lac (copy enclosed herewith). 10. That thereafter, accused No.1 called me in Hotel Clark and told me that you may get registered a company, as Adani Group is having a plant over land measuring 75 acres, situated at village Thana. Whenever the company will sell out the land, it will get raised boundary wall on remaining land before delivering possession of so sold land and I can get you tender of construction of said wall, in which, we will have 50-50% share. I cannot get mentioned my name in Partnership, he I will provide you a person as Partner for this purpose, who is Sunil, accused No. 4. You may form a company in association with Sunil. I agreed to said proposal, on which, accused No.1 called accused No. 4. Thereafter, accused No.4 gave me photocopies of his Adhaar Card, Pan Card & his photograph. Then I got registered a company in the name & style of "Sri Enterprises, Ameen Road, Kurukshetra. After registration of said firm, accused No.1 got all papers from me and assured me that the tender (BOQ) regarding Wall construction will be issued in favour of Sri Enterprises by 24.1.2022 and we will get handsome profit (a copy enclosed herewith). 11. That according to agreement to sell dated 01.09.2021, the date for registration of sale deed was fixed as 31.12.2021. I approached accused No. 1 and asked him for this purpose. At that time, accused No.1 was living in a room at Hotel Veta, Kurukshetra by leaving Hotel Clark. At that time, accused told me that sale deed cannot be registered on 31.12.2021, as BOQ & Tender for wall is being issued by the company. As the wall is *constructed, your sale deed will be got registered. You may pay a further sum of Rs.32.50 lac, I will get registered the date for registration of sale deed. I believed the said accused. Then the accused got extended the date for registration of sale deed from 31.12.2021 to 31.3.2022. In this connection, accused No.1 received a sum of Rs.18 Lakh in cash on 20.12.2021 & Rs.14.50 lac in cash on 29.12.2021 from me. 12. That thereafter, I made repeated phone calls to accused on his Mobile No.63770xxxx and asked him to get registered my sale deed. Then on 9.2.2022, accused No.1 gave me a phone call and told that my father in law Salinder Bhati is growing Opium at village Bilod, District Mandsaur (M.P.) and is indulged in smuggling Opium. Accused No.1 further told me that I have brought an illicit Pistol from Bhiwadi (Haryana) and gave it to my father in law. My father had dispute with someone and I am busy over there, so as & when 1 got free, I will get registered your sale deed. I asked him as to whether you are cheating me, on which, he threatened me by saying that if you dared to say anything, I will just eliminate you I got to upset and then on 12.2.2022, 1 suffered heart attack, on which, I was operated for stunt and remained on Bed rest till 21.2.2022. After getting improved, I gave a call to accused No.1, which reported to be switched off. Then I approached accuse No. 2 Sumit Kumar & accused No. 4 Sunil Kumar and said that you all, in connivance with each other, have cheated me. On this, accused No. 2 & 4 brought me to the house of accused No.1 at House # 55, Patel Nagar, Masauda Road, Beawar, Tehsil Beawar, District Ajmer (Raj.), where Vijay, brother of accused No.1, found present. I told him regarding fraud committed with me, on which, he told that accused No. 1 is living with his friend Anjali daughter of Salinder Bhati, resident of village Bilod, District Mandsaur (M.P.) since past couple of days, you may give us a period of one week, we will contact you. 13. That thereafter, accused No. 2 & 4 brought me to house of said Anjali. where a car bearing Registration No. MP 14 CC 7724 found lying parked, which was being used by said Anjali (Mobile) No.9111xxxx) and Deepak Kumar at Kurukshetra since past about 4-5 months. I narrated entire matter to Salinder Bhati, father of Anjali, who told that Deepak & Anjali are staying over here since past couple of days. 14. That applicant received a phone call from Sunil Shekhata, accused No.4, from Mobile No.96103xxxxx from Jaipur, who said that you may come to us, as brother of accused No. 1 from Beawar has called you. Hence on 3.3.2022, 1 alongwith accused No. 2 Sumit, accused No. 4 Sunil and my friend Kamal again arrived at house of Account No.1, where brother of Accused No.1 told that my brother has committed fraud with me, hence I can get transferred my house in your*

> *favour in lieu thereof. Then his brother got executed a provisional agreement to sell in my favour. But when it came to put signature, he didn't put signature, rather threatened that in case you dared to come again to our house, we will just eliminate you. We became so upset and came back. Entire drama is played by accused No.2 & 4 in order to cause me fear. 15. That then, I contacted accused No.5 Vishnu (Mobile No. 82007xxxx, 90672xxxx), who told me that accused No.1 has given me Rs.5 lac for this purpose. I am having the said recording Vishnu in connivance with accused No.1 to 4 hatched conspiracies, forged fake documents and have grabbed an amount of Rs.1,05,06,000/-. 16. That on 4.3.2022, I received a phone call from accused No.6, Mobile No.90500xxxx, working as Operation Head, Adani Group, when I asked accused No.6 regarding two agreements to sell entered into with me by accused No.1 regarding selling out land belonging to Adani plant, situated at village Thana, District Kurukshetra, on which accused No.6 told that all the said papers are fake & forged and Deepak Kumar, Vishnu in connivance with other co-accused have committed fraud with you. The said recording is lying with accused. Now, I am sure that I have been defrauded and said accused, in connivance with each other, presented themselves as owner of said land, forged fake documents, entered into fake agreement to sell with me and have grabbed my money. Similarly, accused No.1 Deepak has grabbed money from a number of money by executing fake agreements to sell. You are, therefore, humbly requested that keeping in view the above noted facts & circumstances, an F.I.R. U/s.420, 467, 468, 471, 506, 120-B IPC may be registered against said accused and my amount of Rs.1,05,06,000/- and my life & liberty as well as that of my family may be protected. I would be thankful to you. xxx"*

4. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that further pre-trial incarceration would cause an irreversible injustice to the petitioner and his family. He further submits that the petitioner has already declared his as well as his spouse assets to prove his bonafide, moreover, an amount of around Rs.25 lacs has already been recovered and the petitioner is behind bars from the last two years and the trial is magistrial.

5. The State's counsel opposes bail and refers to the status report.

6. It would be appropriate to refer to the following portions of the status report, which read as follows:

> *"14. That the role and evidence of the present petitioner is as under:-*
>
> *a) That as per final investigation report the present petitioner in*

collusion with other co-accused had cheated the complainant of amount of Rs.1,05,06,000/- on the pretext of selling the land of the Adani Group.

b) That as per final investigation report the present petitioner is the main beneficiary in the present case and he had obtained the total amount of Rs.1,05,06,000/- from the complainant, out of which more than Rs.72,000/- had been received by him, by transfer in his account and the other amount received by him in cash.

C) That as per final investigation report the present petitioner convinced the complainant to sell the said land to Gurmel Singh @ Rs.20,50,000/- per acre.

d) That as per final investigation report the present petitioner another agreement in favour of the complainant regarding 9 acre, 4 marlas of land after obtaining earnest money of Rs.25,20,000/- and the complainant executed an agreement to sell the said land to Gurmel Singh.

e) That as per investigation the complainant paid Rs.18,00,000/- on 20.12.2021 and Rs.14,50,000/- on 29.12.2021 to the present petitioner.

f) That as per investigation the present petitioner was the representative Officer of Adani Power Ltd. and he alleged that the company wanted to sell 30-35 acre of land @ fixed by the present petitioner and in this way the complainant could blindly trust on the present petitioner.

g) That as per investigation the complainant reached Divine Clark Hotel, Kurukshetra 29.08.2021, where the complainant found Deepak the present petitioner, Sumit, Shiv Kumar and Sunil and sitting there with the law officer namely Vishnu, who was stated to be an Advocate in Ahmedabad."

REASONING:

7. To prove his bonafide, the petitioner has declared all his as well as his spouse assets, which is a factor to consider case of petitioner for bail. There is sufficient primafacie evidence connecting the petitioner with the alleged crime. However, pre-trial incarceration should not be a replica of post-conviction sentencing. As per paragraph 1 of the bail petition, the petitioner has been in custody since 24.04.2023. As per the custody certificate dated 15.04.2025, the petitioner's total custody in this FIR is 01 year, 11 months and 14 days. Given the penal provisions invoked viz-a-viz pre-trial custody, coupled with the primafacie analysis of the nature of allegations, and the other factors peculiar to this case, there would be no justifiability for further pre-trial incarceration at this stage.

8. 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.

9. Given above, provided the petitioner is not required in any other case, the petitioner shall be released on bail in the FIR captioned above subject to furnishing bonds to the satisfaction of the concerned Court and due to unavailability before any nearest Ilaqa Magistrate/duty Magistrate. Before accepting the surety, the concerned 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 shall abide by all statutory bond conditions and appear before the concerned Court(s) on all dates. The petitioner shall not tamper with the evidence, influence, browbeat, pressurize, induce, threaten, or promise, directly or indirectly, any witnesses, Police officials, or any other person acquainted with the facts and circumstances of the case or dissuade them from disclosing such facts to the Police or the Court.

13. ***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.***

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

15. 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.

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

(ANOOP CHITKARA)
JUDGE

28.04.2025
Jyoti-II

Whether speaking/reasoned: Yes
Whether reportable: No.