

CRM-M-60841-2025

1

2025:PHHC:175502



101+219-2

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CRM-M-60841-2025

Date of Decision: 17.12.2025

NEHA CHAWLA

..... Petitioner

Versus

STATE OF PUNJAB

..... Respondent

CORAM: HON'BLE MR. JUSTICE YASHVIR SINGH RATHOR

Present : Neha Chawla in person.

YASHVIR SINGH RATHOR, J. (Oral)

CRM-51090-2025

Petitioner namely – Neha Chawla is also present in the Court in person and she moved application that she has to go abroad for 5 days in connection with her business meeting.

The IO is present in the Court, who has not raised any objection in case petitioner is permitted to go abroad.

Accordingly, application moved by the petitioner for going abroad for 5 days is accepted, subject to the condition that the petitioner will inform the Investigating Officer about the date of her departure and return along with copies of her air tickets.

Application stands disposed of.

CRM-M-60841-2025



1. Prayer in this petition under Section 482 of Bhartiya Nagarik Suraksha Sanhita, 2023 is for grant of anticipatory bail in case FIR No.105 dated 12.07.2025 registered under Sections 406, 420, 467, 468, 120-B IPC at Police Station City Samana, District Patiala.

2. On 31.10.2025, the following order was passed:-

“This is first petition filed under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023 for grant of anticipatory bail to the petitioner in case FIR No.105 dated 12.07.2025 registered under Sections 406, 420, 467, 468, 120-B IPC at Police Station City Samana, District Patiala.

The present case was registered on the basis of complaint given to the Police by Mandeep Garg with the allegations that he along with his uncle Anil Kumar wanted to start a joint venture of renting out hotel/cottage in Himachal Pradesh and were looking for an appropriate land in this regard. One Sunil Kumar Gakhar, accused No.4, who works as a commission agent and runs a business of building construction work met them and informed that Nitin Monga, who is resident of Chandigarh, has purchased 2.5 bigha land at Khazret near Kasauli where cottage etc., is built vide agreement to sell from accused No.3 – Rakesh Kumar and he wants to sell the same as he was in need of money. Thereafter, Sunil Kumar – accused No.4 had introduced them to Nitin Monga in May, 2023, who had shown the agreement executed between him and Rakesh Kumar and they agreed to purchase the land after inspecting it for a total consideration of Rs.2,75,000,00/-. On 05.06.2023, they called Nitin Monga to their house at Samana for execution of the agreement and on that day, Nitin Monga, his wife Neha and Sunil Kumar came to their house where stamp paper was purchased. Nitin Monga claimed that he will obtain the signatures of Rakesh Kumar, at the time of execution of the sale deed and trusting him, they paid Rs.1,85,00,000/- in



cash besides a cheque of Rs.5 lakhs to him as well as to his wife in the presence of Kavya Singla. Nitin Monga had handed over the money and cheque to his wife Neha and agreement to sell was executed, on which Nitin Monga, Sunil, he himself and Anil Kumar appended their signatures. Nitin Monga and his wife proposed that they will send the original agreement after obtaining signatures of Rakesh Kumar and they had retained the photocopy of the agreement to sell with them and Nitin Monga had taken away the original agreement. Thereafter, possession of the land was also delivered to them so that they could commence construction. On 24.12.2024, Sunil Kumar had told him that Nitin Monga is in need of Rs.65,00,000/- and permission for construction will also be received from government soon. He transferred a sum of Rs.45,00,000/- from the account of Firm Sarup Chand and Sons to his account and gave one cheque and Rs.20,00,000/- to Nitin Monga's wife Neha at their residence at Chandigarh and they assured to execute sale deed by January, 2025. However, they started delaying the matter and they also came to know that Rakesh Kumar, owner of the land is also hand in glove with them. Nitin Monga and Sunil Kumar also given two affidavits dated 13.06.2023 and 07.07.2023 to him and when they had shown these affidavits to Rakesh Kumar, he denied having executed the same and same are fake. He also told that he had not got the payment of Rs.5,00,000/- encashed. Nitin Monga has also not returned the original agreement after getting it signed from Rakesh Kumar. They also came to know that the agreement which was shown to them by Nitin Monga, claiming that he has purchased land from Rakesh Kumar was also fake and he sought action against them.

Upon notice, Mr. Rahul Jindal, AAG, Punjab has appeared. Mr. Sourabh Singla, has appeared for the complainant and filed his vakalatnama. The same is taken on record. I have heard learned counsel for the parties and



perused the record.

Learned Senior Counsel for the petitioner argued that petitioner has been falsely implicated. She is neither owner of the land in question nor she has executed any agreement with the complainant. She is wife of Nitin Monga and she has been impleaded as an accused by levelling false allegations that she had accompanied her husband to Samana and when payment of Rs.1,75,00,000/- was given in cash to her husband Nitin Monga, he handed over the money to her and thereafter, some payment was given in cash to her at Chandigarh. Learned Senior counsel contended that she has been impleaded as an accused only to pressurise her husband to surrender the land in favour of complainant who have infact failed to honour the agreement. Learned Senior counsel contended that it is highly improbable that petitioner would go along with her husband at the time of execution of the agreement despite the fact that she had no concern with the land. Learned Senior counsel further contended that even SP (Investigation) after registration of FIR had conducted the investigation and found that the offence has been committed by Nitin Monga, Sunil Kumar and Rakesh Kumar but in the concluding part, he mentioned that offence has been committed by petitioner as well without any reasoning. Learned Senior counsel further contended that the agreement relied upon by the complainant himself is fabricated as date for execution of sale deed has been changed from 30.08.2024 to 28.02.2024 and both the copies of the agreement relied upon by the complainant are different. Learned senior counsel further contended that dispute is purely of civil nature which has been given the colour of criminality in collusion with the police which cannot be used as a tool to recover the money or to enforce the agreement. Learned senior counsel further contended that petitioner is ready to join the investigation and to abide by the conditions that may be imposed by the Court and



benefit of anticipatory bail be extended in her favour.

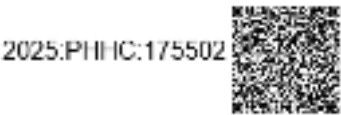
On the other hand, learned State Counsel assisted by counsel for the complainant argued that petitioner was hand in glove with her husband and other accused from the very beginning and they all have cheated the complainant of a huge sum of money after hatching conspiracy. The original agreement was also taken away by the accused persons on the pretext of getting it signed from the owner of the land namely Rakesh Kumar but they have not returned the original agreement which too has to be recovered and custodial interrogation of the petitioner is required and she does not deserve concession of anticipatory bail.

Adjourned to 17.12.2025 for filing status report.

Meanwhile, the petitioner is directed to join the investigation and in the event of his arrest, she shall be admitted to ad-interim bail on furnishing bail bonds to the satisfaction of the Arresting/Investigating Officer, subject to the following conditions as envisaged under Section 482(2) of the BNSS [erstwhile Section 438(2) Cr.P.C.]:-

- i) that the petitioner shall make herself available for interrogation by a police officer as and when required;*
- ii) that the petitioner shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him/her from disclosing such facts to the Court or to any police officer;*
- iii) that the petitioner shall not leave India without the prior permission of the Court;*
- iv) such other condition as may be imposed under subsection (3) of Section 480, as if the bail were granted under that section.”*

3. Today ASI Jajpal Singh has informed this Court that the petitioner has joined the investigation, in compliance of the order dated



31.10.2025 and is no longer required for further investigation.

4. In view of the aforesaid, the order dated 31.10.2025, whereby the petitioner was granted interim anticipatory bail, is hereby made absolute. However, he shall continue to join investigation, if and so required by the Investigating Officer.

5. Disposed of.

6. Pending misc application (s), if any, shall also stand disposed of.

(YASHVIR SINGH RATHOR)
JUDGE

17.12.2025
Ali

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No