

2025:PHHC:169972



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

102+202

**CRM-49221-2025 in/and
CRM-M-60722-2025**

Date of decision: 05.12.2025

FAJRU

.....Petitioner

VERSUS

STATE OF HARYANA

.....Respondent

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present: - Mr. Salman Ahmed, Advocate
for the petitioner.

Ms. Chhavi Sharma, Asstt. A.G. Haryana
for the respondent-State.

VINOD S. BHARDWAJ, J. (Oral)

CRM-49221-2025

Application is allowed as prayed for and the copy of the agreement dated 16.08.2024, co-accused bail orders dated 06.10.2025, 26.11.2025 and 28.11.2025 are taken on record as Annexure P-4 to P-7 respectively.

CRM-M-60722-2025

The present petition has been filed under Section 482 of the BNSS, 2023 for grant of pre-arrest bail to the petitioner in case FIR No.156

dated 21.08.2025, under Sections 316(2), 318(4) and 324(4) of the BNS, 2023 registered at Police Station Rozka Meo.

2. The FIR in the present case had been got registered on the statement of one Amit Bansal (son of Ram Kishan Bansal), wherein he has alleged that the petitioner informed him that he was the owner of area mentioning 14 kanals and 10 marlas in village Indri, Teshil Indri, District Nuh and agreed to sell the same to the complainant for a total sale consideration of Rs. 1,86,68,750/-. An amount of Rs. 20,00,000/- was paid by the complainant as earnest money through cheque No. 000069 dated 20.09.2024 drawn on HDFC Bank. He further claims to have given a sum of Rs. 20,00,000/- in cash to petitioner-accused No.1-Fajru, followed by a sum of Rs. 10,00,000/- in cash on 16.10.2024, thus totalling to Rs. 50,00,000/-. The sale deed was to be got registered on or by 20.06.2025 on payment of the agreed sale consideration. The possession of the property was given to the complainant on the spot on receipt of the aforesaid money and wire fencing was also got done on the spot. An amount of nearly Rs. 3,00,000/- was spent on doing the same. However, despite a specific averment in the agreement to sell that the land was free from all kinds of encumbrances and the petitioner-accused having not made any other agreement with respect to the said property with any person, it transpired that the petitioner had earlier entered into an agreement to sell in favour of Billu Gupta and Sanjay Gupta, sons of Omprakash, resident of Indri and that a Civil Suit No. 84 of 2025 had been instituted by said Billu Gupta and Sanjay Gupta for specific performance of the agreement to sell that had been executed in their favour. Vide order dated 07.02.2025, the sale of the said property was also stayed by the Civil Court. Alleging that the petitioner had executed an agreement to

sell with him despite having executed an agreement with Billu Gupta and Sanjay Gupta prior in point of time and having received the money as a result thereof, the instant FIR was got registered.

3. Learned counsel appearing on behalf of the petitioner *inter alia* contends that Billu Gupta and Sanjay Gupta are related to the Amit Bansal-complainant herein and that the latter was fully aware of the earlier agreement. He contends that the dispute is primarily on account of money since the agreed sale consideration was Rs. 2.50 crores, of which an amount of Rs. 1.79 crores was to be paid by way of cheque, while the balance amount was to be paid in cash; however, the complainant is now refusing to pay the said component. The petitioner thus declined to comply with his part of the obligation; hence, the instant FIR has been got registered. He contends that it is a civil dispute that would not warrant the petitioner's custodial interrogation.

4. Status report by way of affidavit of Ayush Yadav, IPS, ASP, Nuh has been filed on behalf of respondent-State in the Court today and the same is taken on record.

5. Learned State Counsel, on the other hand, reiterates the allegations set out in the FIR and contends that the petitioner had earlier entered into an agreement to sell with Billu Gupta on 16.08.2024 and that the deadline fixed for execution of the sale deed was 30.10.2024. Notwithstanding the currency and enforceability of the said agreement, the petitioner entered into an agreement to sell with respect to the same property on 20.09.2024. Hence, at the time of execution of the agreement to sell in favour of the complainant, the petitioner was fully aware of the execution of the earlier agreement, and yet he chose not to disclose the said aspect.

6. I have heard learned Counsel appearing on behalf of the petitioner and have gone through the documents appended along with the present petition.

7. The undisputed facts which emerge from the rival pleadings establish that the petitioner had earlier entered into an agreement to sell with Sanjay Gupta and Billu Gupta on 16.08.2024 and agreed to sell the aforesaid land for a total sale consideration of Rs. 89 lakh for 08 kanals and 14 marlas of land and he obtained a sum of Rs. 5 lakhs from Billu Gupta and Sanjay Gupta, which had been duly encashed. Even though the sale deed was to be executed on or by 30.10.2024, however, the petitioner herein entered into a second agreement to sell on 20.09.2024 with the complainant herein and has received a sum of Rs. 50 lakh. A specific averment has been made that there was no prior agreement with respect to the land which such declaration in the agreement was factually incorrect inasmuch as the petitioner cannot be expected to be unaware of the earlier agreement being executed or not having received the amount prior thereto. It is also not in dispute that the Civil Court had already passed an order of stay against the alienation on 07.02.2025.

8. Taking into consideration the totality of the circumstances and noticing that the petitioner had invariably committed an offence of cheating with the complainant at the time of sale consideration by not disclosing the complete particulars and making a misdeclaration, the offence is *prima facie* made out. The present petition is accordingly dismissed.

9. Before parting with the order, it is also noticed by this Court that the complainant has specifically stated in his complaint that a sum of Rs. 30,00,000/- had been paid by him in cash to the petitioner herein. As per

the judgment of the Hon’ble Supreme Court in the matter of ***RBANMS Educational Institution v. B. Gunashekar*** reported as ***2025 SCC OnLine SC 793***, let a copy of this order be also sent to the Department of Income Tax for necessary compliance as the said complaint is an admission of a cash transaction to the tune of Rs. 30,00,000/- by the complainant himself which is prohibited by the guidelines issued by the Reserve Bank of India and under the provisions of the Income Tax Act.

(VINOD S. BHARDWAJ)
JUDGE

DECEMBER 05, 2025
Vishal Sharma

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