



CRM-M-63489-2024
231 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-63489-2024
Decided on: 12.03.2025

Sukhdev Singh Bajwa ...Petitioner

Versus

State of Punjab ...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Bipan Ghai, Sr. Advocate with
Mr. Nikhil Ghai, Advocate
for the petitioner.

Mr. Sukhdev Singh, AAG, Punjab.

Ms. Bindia Sharma, Advocate and
Mr. Deepak Kumar, Advocate
for the complainant.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
353	11.10.2024	City Kharar, District SAS Nagar, Mohali	406, 420, 467, 471 IPC

1. The petitioner apprehending arrest in the FIR captioned above has come up before this Court under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking anticipatory bail.

2. As per paragraph 9 of the status report, the accused has the following criminal antecedents:

Sr. No.	FIR No.	Date	Offenses	Police Station
1	60	17.03.2022	406, 420, 120-B IPC	Sadar Kharar

3. The facts and allegations are being taken from the reply filed by the State, which reads as follows:

“That the facts of the case are that the present FIR was registered on the basis of order dated 05.10.2024 passed by the Court of Sh. Ld. Judicial Magistrate 1st Class, Kharar in the application under Section 156 (3)



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Cr.P.C. filed by Manjit Kaur against Jarnail Singh Bajwa, MD M/s Bajwa Developers Ltd., Sunny Enclave, Kharar, and the other co-accused.

1. It has been alleged in the complaint that co-accused, Jarnail Singh Bajwa, who is MD of M/s Bajwa Developers entered into an agreement regarding one showroom at SCO No.1112 measuring 62.22 sq yards situated at Hill View Market, Sector 125, Sunny Enclave, Kharar, (khasra No.9//11/1/1(2-0)) through GPA, namely Kapil Chechi to the complainant. The accused persons, namely Jarnail Singh Bajwa, Kapil Chechi, Bhupinder Singh along with present petitioner in connivance with each other showed the site plan of the above said showroom giving assurance to the complainant that the said showroom is free from all encumbrances and there is no loan from any bank, agency or firm in Khasra number 8//13/2/2(3-8) of the showroom.

ii. It is further alleged in the complaint that co-accused, namely Kapil Chechi, who is GPA of co-accused Jarnail Singh Bajwa and present petitioner, are also Director and PA are selling and purchasing the property in the name of firm namely M/s Bajwa Developers Ltd. The accused persons namely Jarnail Singh Bajwa, Kapil Chechi, Bhupinder Singh, along with present petitioner also gave assurance to the complainant that there is no dispute with regard to the property of SCO No. 1112. The above stated four accused persons showed to the complainant: the map of the SCO No. 1112 and said that showroom is approved from GMADA and also from Municipal Committee, Kharar. The accused, Kapil Chechi, who is GPA of Jarnail Singh Bajwa executed receipt of full and final payment of above said SCO with other properties vide receipt dated 07.04.2022 and executed the sale deed of above said SCO vide sale deed dated 06.09.2022 After 4/5 months the complainant and his son namely Arvinder Singh came to know that the above stated four accused persons in connivance each other had committed fraud with the complainant by executing the sale deed of above said SCO No.1112 on the basis of false frivolous documents prepared by accused persons namely Jarnail Singh Bajwa, Kapil Chechi, Bhupinder Singh along with present petitioner just with the motive to grab the huge amount of Rs. 15, 75,000/- (Fifteen Lakh Seventy Five Thousand only) from the complainant. The complainant by executing a wrong sale deed of false and wrong khasra numbers of the land, whereas the khasra number of GPA mentioned in the site plan, khasra number mentioned in the sale deed are



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totally different from each other.

iii. While executing the sale deed in favour of complainant, the above stated four accused persons along with halqa patwari, Village Jhungian and Sub-Registrar Kharar have not got passed the site plan from the Municipal Committee, however, the same was necessary as per the guidelines of the Government and they have violated the direction of the government and have cheated the complainant.

iv. It is further alleged in the complaint that the SCO No.1112 given by the accused persons, namely Jarnail Singh Bajwa, Kapil Chechi, Bhupinder Singh along with present petitioner to the complainant is not depicted in the original site plan of Hill View market, but he showed false and fabricated site plan to the complainant where the said SCO 1112 has been shown adjoining to 200 feet road of Hill View Market. These accused persons used to cheat the innocent people by selling above said fabricated land to them and they have cheated number of people by committing fraud with them and looted, grabbed crores of rupees from innocent people, by taking loan of Rs 18 Crore on the land of other people. In this way they have cheated and committed fraud with the complainant and, thus, they are liable to be punished as per law. It is further alleged in the complaint that the complainant also came to know that the above stated four accused persons by committing fraud with the complainant and people by allotting the plots and SCO to the different peoples, whereby these plots and SCO have already being mortgaged to the Punjab and Sind Bank, Branch Sector-17, Chandigarh.”

4. The petitioner's counsel submits that he had paid an amount of Rs.15,75,000/- by way of demand draft in the name of complainant-Manjit Kaur. He has handed over photocopy of the demand draft, which is taken on record. Counsel further prays for bail by imposing any stringent conditions and contends that further 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. However counsel for the complainant submits that they have no objection in case bail is granted to the petitioner.

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

“That the allegations as alleged against the petitioner in the complaint is



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that the co-accused namely Jarnail Singh Bajwa who is M.D. of M/s Bajwa Developers entered into an agreement with regard to one Showroom at SCO No.1112, measuring 62.22 square yards situated at Hill View Market, Sector-125, Sunny Enclave, Kharar through GPA (co-accused Kapil Chechi) to the complainant. The other co-accused including the present petitioner in connivance with each other showed the site plan of the above said showroom and they gave assurance to the complainant that the said showroom is free from all encumbrances and there is no loan from any bank or agency or firm of the above said Khasra Number of the showroom. It is further alleged that the petitioner along with other co-accused represented themselves as Director/P.A. of the firm namely M/s Bajwa Developers Limited. It is further alleged that the petitioner along with other co-accused gave assurance to the complainant that there is no dispute with regard to property i.e. SCO No.1112. The petitioner along with other co-accused also showed the complainant, the map of SCO No.1112 and further assured that the showroom is approved by GMADA and also from Municipal Committee, Kharar.

It is further stated that after 4 months, the complainant and her son Arvinder Singh came to know that the petitioner along with other co-accused in connivance with each other had committed a fraud with the complainant by executing the sale deed of above said SCO No.1112 on the basis of false and fabricated documents prepared by them with the motive to cheat the complainant. The complainant came to know that the petitioner along with other co-accused have executed forged sale deed of wrong Khasra number of the land whereas the Khasra number of the GPA mentioned in the site map, and Khasra number mentioned in the sale deed are totally different from each other.

It is further alleged that the petitioner along with other co-accused have shown the false and fabricated site plan to the complainant at the time of executing the sale deed. It is also alleged that there are number of complaints under sections 138 of Negotiable Instrument Act pending against the petitioner; therefore, custodial interrogation of the petitioner shall be required in order to ascertain the complete facts and to reach the truth of the case.”

REASONING:

7. Allegations against the petitioner are that petitioner and co-accused got registered



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a sale deed of showroom of which they were not owner. However, given the fact that petitioner had returned the money to the complainant, he is entitled to grant of bail.

8. 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.

9. Given the above, the penal provisions invoked coupled with the prima facie analysis of the nature of allegations and the other factors peculiar to this case, there would be no justifiability for custodial interrogation or the pre-trial incarceration at this stage, subject to the compliance of terms and conditions mentioned in this order. 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.

10. 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 Ilaka 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.

11. 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)	

12. This order is subject to the petitioner's complying with the following terms.

13. 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



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the investigation, the petitioner shall not be subjected to third-degree, indecent language, inhuman treatment, etc.

14. 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.

15. 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.

16. 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.

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

18. 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.

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

(ANOOP CHITKARA)
JUDGE

12.03.2025
anju rani

Whether speaking/reasoned: Yes
Whether reportable: No.