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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-62157-2025
Date of Decision: 17.12.2025

- 1)

RAKESH KUMAR

.....Petitioner

Versus

STATE OF PUNJAB

.....Respondent
- 2)

CRM-M-62163-2025 (O&M)

NITIN MONGA

...Petitioner

Versus

STATE OF PUNJAB

.....Respondent

CORAM: HON'BLE MR. JUSTICE YASHVIR SINGH RATHOR

Present : Nitin Monga in person.

YASHVIR SINGH RATHOR, J. (Oral)

CRM-51086-2025

Petitioner namely – Nitin Monga is also present in the Court in person and he moved application that he has to go abroad for 5 days in connection with his 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 his departure and return along with copies of his air tickets.

Application stands disposed of.

Main Cases

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

2. On 21.11.2025, the following order was passed:-

“Prayer in this petition under Section 482 of BNSS, 2023 is for grant of anticipatory bail to the petitioners in FIR No.105 dated 12.07.2025, registered under Sections 406, 420, 467, 468 and 120-B of IPC at Police Station City Samana, District Patiala.

Status report by way of an affidavit of Gurvir Singh, PPS, Deputy Superintendent of Police, Samana, District Patiala filed on behalf of the State is taken on record.

Both the parties have been heard and material collected by the police during investigation has been perused.

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 the business of building construction work met them and informed them that Nitin Monga, who is a 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 is in need of money. Thereafter, Sunil Kumar – accused No.4 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.2,75,00,000/-. 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 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 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 own 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 had 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 him that he has not got the payment of Rs.5,00,000/- encashed. It is alleged that Nitin Monga has also not returned the original agreement to him 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.

Learned Senior counsel representing the petitioners argued that petitioners have been falsely implicated. The agreement to sell has not been signed by Rakesh Kumar owner of the land and it is merely mentioned in the said agreement dated 05.06.2023 that he has consented to the same and same has been annexed as Annexure P-6. Learned counsel further contended that another agreement dated 15.06.2023 Annexure P-2/A too has not been signed by Rakesh Kumar or Nitin Monga (petitioners) and the complainant has changed the second page of the agreement which has been relied upon by him as apparent from its vernacular version which has been placed on file. As per this agreement, only a sum of Rs.5,00,000/- was paid through cheque and there is no reference of payment of cash amount of Rs.1,85,00,000/-. Initially, the last date for execution of the sale deed was fixed as 30.04.2024 but in the subsequent agreement, it has been changed to 28.02.2025 and only the second page of the agreement has been changed by the complainant. Learned counsel contended that even the payment of the Rs.5,00,000/- paid to Rakesh Kumar has been returned as shown in his statement of account Annexure P-11 and the same has been deposited in the account of complainant Mandeep Garg on 07.07.2025. Learned counsel further contended that it has been alleged that another payment of Rs.65,00,000/- was paid to petitioner Nitin Monga out of which Rs.45,00,000/- was paid through cheque and Rs.20,00,000/- was paid in cash but there is no receipt regarding payment of the amount of Rs.20,00,000/- in cash. It has been alleged in the FIR that the payment of Rs.45,00,000/- was got stopped but there is no material on the file that any such cheque was issued and its payment has been got stopped by issuing instructions to the bank. Learned counsel contended that the dispute is purely of civil nature and is being given the colour of criminality. No



inducement was made by Nitin Monga to the complainant to pay him any amount and he never proclaimed himself to be the owner and even in the FIR, it has been mentioned that Nitin Monga had an agreement to sell in his favour executed by real owner namely Rakesh Kumar and Nitin Monga never claimed himself to be the owner and there was thus no false inducement. Learned counsel contended that Nitin Monga was picked up by the police twice and once, he was picked up from the Airport after a look out circular was got issued against him but thereafter, he was harassed and released subsequently. Thereafter, he was taken forcibly by the police from Patiala from his house as apparent in the photographs of the CCTV footage installed at his residence, which have also been annexed with the petition in which Inspector Pardeep from Patiala police is seen entering his house and then taking him alongwith him and petitioner Nitin Monga is being harassed at the instance of the complainant when he was picked up from his house on 20.08.2025. He has already joined the investigation on numerous occasions but he is being forced to part away with the land. Learned counsel further contended that complainant himself has fabricated the date for execution of the sale deed and changed it from 30.08.2024 to 28.02.2025 and both the copies of agreements relied upon by the complainant are different and second page has been changed by the complainant. Learned counsel contended that the police cannot be used as a tool to recover the money or to enforce the agreement and if aggrieved complainant has the remedy to sue the petitioners for specific performance of the agreement. Learned Senior counsel contended that petitioners are 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 their favour.

On the other hand, learned State counsel assisted by learned Senior counsel for the complainant have opposed the bail and argued that petitioner Nitin Monga is the principal accused. He falsely represented himself to be de facto owner of



the property and thereby dishonestly induced the complainant to enter into the agreement to sell. He knew from the very beginning that he was not the legal owner but he fraudulently signed the agreement to sell as the executant and he is recipient of the payment of Rs.1,85,00,000/- in cash. The investigation is at nascent phase and accused are absconding. The custodial interrogation of the petitioners is thus required in the instant case to unearth the complete chain of conspiracy, trail the financial trade and to recover the original documents/agreements which are admittedly in the possession of accused persons. Learned Senior counsel argued that taking into consideration the complexity and scale of alleged offence, the possibility of tampering with the crucial digital and documentary evidence as well as influencing the key witnesses cannot be ruled out and petitioners thus do not deserve the concession of anticipatory bail.

Adjourned to 17.12.2025.

In view of the contentions raised by learned counsel for the petitioners as noticed above, the petitioners are directed to join the investigation and in the event of their arrest, they 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 petitioners shall make themselves available for interrogation by a police officer as and when required;*
- ii) that the petitioners 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 petitioners shall not leave India without the prior permission of the Court;*
- iv) such other condition as may be imposed under sub-*



section (3) of Section 480, as if the bail were granted under that section.

To be heard along with CRM-M-60841-2025.

A photocopy of this order be placed on the file of other connected case, numbered above. ”

3. Today ASI Jajpal Singh has informed this Court that the petitioner has joined the investigation, in compliance of the order dated 21.11.2025 and is no longer required for further investigation.
4. In view of the aforesaid, the order dated 21.11.2025, 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