

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CRM-M-65039-2024  
Reserved on: 04.03.2025  
Pronounced on: 12.03.2025

Avtar Singh ...Petitioner

Versus

State of Punjab ...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Nikhil Chopra, Advocate and  
Mr. Shubham, Advocate  
for the petitioner.

Mr. Akshay Kumar, AAG, Punjab.

Mr. Satish Kumar, Advocate  
for the complainant.

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ANOOP CHITKARA, J.

| FIR No. | Dated      | Police Station            | Sections          |
|---------|------------|---------------------------|-------------------|
| 261     | 08.10.2024 | Tripuri, District Patiala | 406/420/120-B IPC |

1. The petitioner incarcerated in the FIR captioned above had come up before this Court under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking regular bail.
2. In paragraph 26 of the bail petition, the accused declares that he has no criminal antecedents.
3. The facts and allegations are being taken from the translated copy of FIR, Annexure P-1, which reads as follows:

*“To, The SSP Sahib, Patiala. Subject: Application to initiate the proceedings against Gurwinder Singh Mobile No. 94633-66055 having UID No.718391123662 s/o Didar Singh resident of Village Shekhpura Kamboa,, Po: Punjabi University, Distt. Patiala and for taking legal action against the said person for not to return the amount of Rs.53-Lakh which was taken by him, and about cheating with me. Sir, IT is requested that I, Harjot Singh Tiwana having UID No.9508330408608, S/o Amrilk Singh, am r/o House No.866, Street No.9, Gurbax Colony Patiala, and is Law Abiding Citizen.*

*1. That the said person Gurwinder Singh son of Dedar Singh is resident of Village Shekhpura Kamboa, Po: Punjabi University Tehsil and District Patiala who is doing the work of Trading, he Incited me and get my amount*

*through his account and told me that he will return the same with profit.*

2. *I had paid the amount of Rs.31,89,000/- (in words thirty one lakh eighty nine thousand) to Gurwinder Singh through three banks i.e. Indusind, Axis and State Bank of India and Rs.32-Lakh rupees (Rupees thirty two lakh) had been paid in cash in Instalments. To this effect the bank statement is enclosed herewith.*

3) *That said Gurwinder Singh had executed the agreement dated 22-03-2022 in my name with regard to security purpose of his land situated at Village Bhateri, Tehsil and Distt. Patiala, measuring 11 Bighas of land out of the property which contains khasra No.294/1 (0-0-10), 430(6-0), 431(6-0), 432 (6-0), 436(6-5), Kitay 5, total 24 Bigha 5 Biswas 10 Biswasies and the date for the execution and registration of the same was fixed as 23-03-2023. Then on 22-03-2023 said Gurwinder Singh was extended the date of the sale deed upto dated 23-05-2023. Then I came to know that said Gurwinder Singh has already given the said land to another person.*

4) *After this, the said Gurwinder Singh, again on 23-05-2023, having secured the security of his own house, situated at village Sheikhpura Kamboa District Patiala, in o Bigha 4 Biswas 5 Biswasies i.e. 212.5 Sq. Gaj and the possession of the same was to be given to me by executing and registering the agreement to sell on dated 14-02-2023, and by receiving the total sale consideration out of the khasra numbers of which are 17/1min (1-18-5), 18/1min (1-18-5) 163 (0-2), 180/19 (9-0), 182/20 (6-0), 185/23 (1-0), 188/24 (0-4), 191/25 (2-0), 17/1min (0-1-15), 18/1min (0-1-15) Kitay 10 total 22 Bigha 6 Biswa and the possession has not been given. 3. Now said Gurwinder Singh is refusing to give possession of the house and to return the amount.*

7. *That due legal action should be taken against the said Gurwinder Singh regarding the fraud done with me and to get my money back. Kindly be done. Thank you daed 16-04-2024. Yours faithfully. Sd/- Harjot Singh Towana UID No.9508 3040 8608, S/o Sh. Amrik Singh resident of House 866 Street No.9 Gurbax Colony, Patiala. Mobile No. 98142-72211" This application was marked by the Senior Superintendent of Police Patiala to the Deputy superintendent of Police Local Patiala but the investigation report of the Deputy Superintendent of Police Local Patiala vide No.135/C/D.S.P.H Patiala dated 27.06.2024 has been received which is in Punjabi. "From: Deputy Superintendent of Police (H) Patoala. Tp, The Senior Superintendent of Police Patiala No.135/C/D.S.P.H Patiala dated 27.06.2024. Investigation report regarding application from Harjot Singh Tiwana S/o Amrik Singh resident of House No.866, Street No.09, Gurbax Colony, Patiala, Sir, it is requested that attached application No.3342/Peshi dated 24-04-2024 from Harjot Singh Tiwana against Gurwinder Singh and and Dalvir Singh sonsof Didar Singh resident of House NumberShekhpura Enclave, Near Punjabi University Patiala, has been received to this office for investigation. In the said application the applicant stated that second Gurwinder Singh above is his very old friend and was doing the trading work, who had received an amount of Rs.63,89,000/- from him on the different dates by misleading him. When he demanded his amount then Gurwinder Singh*

by got wrote the agreement to sell dated 22.03.2022 In his name of his 11 Bigha land was fixed the date for the execution and registration of sale deed as 23-03-2023, but then he came to know that Gurwinder Singh had already sold the above said land to any other person. Besides this, Gurwinder Singh and Dalvir Singh by giving the oath of friendship, by executing the agreement to sell on dated 14-02-2023 with regard to sell his house situated at Village Shellhpura Kamboa above with the conditions and by receiving the total amount, the possession of the same has not been given and nor he returned its amount. Regarding this, the summons were issued to both the parties including the witnesses and proofs to come present and they were also informed through their mobile numbers. Upon this applicant Harjot Singh above along with witness Munish Kumar S/o Amar Nath resident of House No.118 Shaheed Baba Deep Singh Nagar, Patiala and Amandeep Arora s/o Late Ved Parkash resident of Street No.7/10 House No.01, Sanjh Sadan, Hira Bagh Patiala was coming present. Second party Gurwinder Singh and Didar Singh resident of 73 Shekhupura Enclave, Patiala also coming present. By presenting them, the investigation was conducted in their presence. On 21-05-2024, Second party Gurwinder Singh took the time to come present on 29-05-2024 at 10AM with written agreement and his record but he did not come present. Upon this the applicant and his witnesses have were called and their statements were recorded and received the produced record which is attached herewith for consideration. Second party Gurwinder Singh above was coming present from whom the matter was investigated, but inspite of directions made to him again and again, he did not come inspite of taking the time to record his statement and nor he produced any record. There is no hope to come present by him. From my confidential and clearly investigation, statements and from the documents produced by the the applicant till today and after gone through the same deeply and from the investigation conducted in their presence, it has been found that applicant Harjot Singh Tiwana and second party Gurwinder Singh were jointly doing the job in a private bank and were close friends. Thereafter they left the bank job. Thereafter the applicant has started the finance work and Gurwinder Singh has started the trading work in the share market, Hentok, Ist through I.Q. Companies. Who many times took the amount on interest from the applicant being his close friend and put the same in share marketing and took him in believe by returning the same to him with profit. Thereafter he by taking the amount on interest from the applicant used to put in the share marketing and earning the profits and the interest of the applicant used to return in his account. In this regard by watching the bank statement, while comparing the transactions, from his Indusind Bank, Axis bank and S.B.I Bank accounts, total given amount by applicant to him comes to Rs.63,80,000/- and the detail and statements in this regard are attached herewith. On making the demand by the applicant of the above said amount, the second party Gurwinder Singh stopped to pay the interest of the amount and for the security of the said amount, an agreement dated 22-03-2022 was reduced into writing with regard to the 11 Bigha land of his ownership situated in village Bhateri in

*the presence of witnesses Munish Kumar and Amandeep Arora and in the said agreement it has been agreed to execute and register the sale deed by getting an amount of Rs.10-Lakh as earnest money and the date for the execution and registration of sale deed was fixed as dated 23-03-2023. But on 22-03-2023 the date for the execution and registration was extended on the agreement to sell for 23-05-2023, and the agreement was executed on 14-02-2023 by second party Gurwinder Singh and Dalvir Singh sons of Didar Singh in favour of applicant Harjot Singh with regard to the residential house which is situated at Village Shekhpur Kamboa, to get the total amount of Rs.35-Lakh and to get the same in the presence of witnesses and to give the amount of Rs.25-Lakh at the time of execution and registration of sale deed, by fixing these conditions. But after that on doubted to the applicant investigated the matter from the revenue department with regard to the 11 Bigha land then it came to know that said 11 Bigha land had already been sold to Kulwinder Singh s/o Gurmail Singh resident of Village Aakkar on 16-03-2023 through sale deed. Gurwinder Singh out of the amount of Rs.63,89,000/- received by him from the applicant, his 11 Bigha land which had he already sold, by putting the amount of Rs.29-Lakh and by affixing the sale price of Rs.35-Lakh to sale the residential house of Village Shekhpur Kamboa, said Gurwinder Singh and his brother Dalvir Singh through writing the different agreements, has cheated with the applicant. So from the above said situation and investigation on the application of applicant Harjot Singh Tiwana, the offence U/S 406, 420, 120-B, has been committed by the second party Gurwinder Singh, and Dalvir Singh.”*

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 their family.

5. State counsel as well as counsel for the complainant oppose the petition. Counsel for the complainant submits that given the conduct of petitioner, he is not entitled to bail.

6. There is sufficient prima facie evidence connecting the petitioner with the alleged crime. However, pre-trial incarceration should not be a replica of post-conviction sentencing. Per paragraph 21 of the bail petition, the petitioner has been in custody since 16.11.2024. The petitioner's total custody in this FIR is more than three months. Given the penal provisions invoked viz-a-viz pre-trial custody, petitioner being first offender 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 further pre-trial incarceration at this stage.

7. 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.

8. 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.

9. 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)                                                                                                             |  |

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

11. 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.

**12. This bail is conditional, and the foundational condition is that if the petitioner indulges in any non-bailable offense, the State shall file an application for cancellation of this bail before the Sessions Court, which shall be at liberty to cancel this bail.**

13. The concerned Judicial Magistrate/ Trial Court is authorized to delete, modify, or relax any of the conditions mentioned above and is competent to do so following the law.

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

12.03.2025

Jyoti Sharma

Whether speaking/reasoned: Yes

Whether reportable: No.