



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

(134)

CRM-M-67609-2025

DATE OF DECISION: 02.12.2025

Vinod Kumar

.....Petitioner

VERSUS

State of Haryana and another

.....Respondents

CORAM HON'BLE MR. JUSTICE SUBHAS MEHLA

Present Mr.Bhanu Chaudhary, Advocate, for the petitioner.
Mr.Aditya Pal Singla, AAG, Haryana.

SUBHAS MEHLA, J (ORAL)

1. Prayer in this petition is for quashing of FIR No.394 dated 18.10.2025 (Annexure P-8), under Sections 351(2), 318(4) and 316(2) of BNSS, 2023, registered at Police Station City Fatehabad qua the petitioner and all subsequent proceedings arising therefrom.

2. Prosecution version, in brief, is that in year 2018, the sisters in law namely Kamlesh Rani (both) of the respondent no. 2 deposited a sum of Rs.8,00,000/- through cheques in the firm of co-accused namely Ashok Kumar, who is a commission agent (Aadati) and in year 2024 when the sisters in laws of the respondent no.2 demanded their money back then Ashok Kumar told them that he is facing a huge loss in business so he is willing to sell his 2 Acres of land to which the sisters in law of the respondent no. 2 agreed, the consideration amount was Rs.28,00,000/- per acre. Thereafter, on 07.03.2024, the co-accused Ashok Kumar with sisters in law of the respondent no. 2, who himself along with one Amir Chand came into an agreement to sell. It was also agreed in the agreement that



Rs.8,00,000/- which were deposited in the year 2018 in the firm of Ashok Kumar be treated as the earnest money in the agreement and Rs.42,00,000/- in cash is also given at the time of the agreement. The execution date for registration of the aforesaid land was fixed as 06.03.2025. The petitioner had not signed the agreement nor he was witness in the aforesaid agreement with the respondent no. 2 and others. That the petitioner is the son of Ashok Kumar and is having 50% share in the agricultural land of 47.5 acres and on 16.12.2024 both petitioner and Ashok Kumar came into an agreement with one Ramesh Kumar for selling their 30 acres of agricultural land and received a sum of Rs.65,00,000/- through cheque. Thereafter, Ashok Kumar returned Rs.20,90,000/- to Ramesh Kumar in his account but on 07.03.2025, when Ashok Kumar did not turn up for execution of the agreement, respondent no.2 and others filed a civil suit for specific performance vide Civil Suit No.113 of 2025, titled Kamlesh Rani etc. versus Ashok Kumar, which is pending adjudication and defendants were restrained from alienating or creating any type of encumbrances over the suit land.

3. Learned counsel for the petitioner submitted that the present FIR must be quashed as there is nothing on record to suggest that petitioner had entered into an agreement with complainant with intention to cheat him. Whatever the transaction had been made was made through bank which is duly traceable, which nullifies the fraudulent intention of the petitioner. No registered agreement has been entered into between the parties regarding the alleged sale/purchase of the land, which renders the complainant story inherently false. The alleged payment of Rs.42,00,000/- in cash is itself illegal under the income tax Act as Section 269 ST prohibits the receiving of



Rs.2,00,000/- or more in cash in aggregate from a single person in a single day in single transaction. Petitioner is not the signatory to the agreement nor he is the witness thereto. Allegations in the present matter are purely civil in nature and respondent no.2 has already availed the civil remedy available to him by filing a civil suit which is pending before the competent Court of law. The complainant gave the alleged cheque on 14.08.2018; cash amount on 06.03.2024 and execution date was fixed as 07.03.2025, however, complainant moved a police complaint after the delay of four months i.e on 01.07.2025 from the agreed date of execution of sale deed. FIR was lodged on 18.10.2025 after delay of more than seven months of alleged date of execution of sale deed.

4. Notice of motion.

5. Mr.Aditya Pal Singla, AAG, Haryana, who is present in the Court, accepted notice on behalf of respondent-State and Ms. Charu Sharma, Advocate appeared on behalf of respondent no.2 and filed memo of appearance, same is taken on record. Learned counsel for the complainant opposed the quashing petition.

6. On the other hand, learned State counsel, opposed the petition for quashing of impugned FIR by submitting that matter is under investigation and custodial interrogation of the petitioner is required in this case.

7. Heard.

8. Since the anticipatory bail application of the present petitioner is dismissed by this Court vide order dated 31.10.2025 (Annexure P-9), passed in CRM-M-61160-2025; the present petitioner alongwith another co-

give money to enter into an agreement to sell but deliberately failed to execute the sale deed, however, they entered into a subsequent agreement to sell dated 16.12.2024 qua the same land in favour of another person before expiry of the date of execution of earlier agreement to sell i.e 06.03.2025; on asking of the complainant for registration of sale deed or return of money, threatened him with dire consequences; investigation is still at initial stage; the antecedents of the present petitioner are also not clean and clear; this Court does not find any merit, at this stage, to allow the present petition for quashing of FIR No.394 dated 18.10.2025 (Annexure P-8), under Sections 351(2), 318(4) and 316(2) of BNSS, 2023, registered at Police Station City Fatehabad qua the petitioner and the same is, hereby, **dismissed**.

02.12.2025	(SUBHAS MEHLA)
mamta	JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No