



**101+219-4 IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

**CRM-M-67106-2025**

**Date of Decision: 17.12.2025**

**SUNIL KUMAR GAKHAR**

..... Petitioner

*Versus*

**STATE OF PUNJAB**

..... Respondent

**CORAM: HON'BLE MR. JUSTICE YASHVIR SINGH RATHOR**

Present : None.

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**YASHVIR SINGH RATHOR, J. (Oral)**

1. Prayer in this petition under Section 482 of Bhartiya Nagarik Suraksha Sanhita, 2023 is for grant of anticipatory bail in case FIR No.0105 dated 12.07.2025, registered under Sections 406, 420, 467, 468 and 120-B of IPC at Police Station City Samana, District Patiala, Punjab.

2. On 01.12.2025, the following order was passed:-

*“1. Prayer in this petition under Section 482 of BNSS, 2023 is for grant of anticipatory bail to the petitioners in FIR No.0105 dated 12.07.2025, registered under Sections 406, 420, 467, 468 and 120-B of IPC at Police Station City Samana, District Patiala, Punjab.*

*2. Notice of motion.*

*3. Mr. Jatinder Pal Singh, Sr. DAG, Punjab accepts notice on behalf of the respondent-State. Both the parties have been heard and material collected by the police during investigation has been perused.*

*3. 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 (petitioner), who works as a commission agent and runs the business of building construction work met them and*



*informed them that Nitin Monga (co-accused), 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 (co-accused) and Sunil Kumar (petitioner) 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.*

*4. Learned counsel for the petitioner contended that petitioner has been falsely implicated. Petitioner was merely a facilitator, who got the deal executed. He is neither the owner of the land in question which was agreed to be sold, nor he is the beneficiary and no amount has been received by him. The main dispute is between Nitin Monga and Rakesh Kumar on the one hand, and the complainant on the other, and he has been unnecessarily arrayed as an accused. The original documents are in the possession of either the complainant or the co-accused. Nothing is to be recovered from his possession. Learned counsel next contended that petitioner is 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 favour of the petitioner.*

*5. On the other hand, learned State counsel has opposed the bail and argued that petitioner does not deserve the concession of bail in view of the gravity of the offence.*

*6. Adjourned to **17.12.2025** for filing status report. Meanwhile, the petitioner is directed to join the investigation and in the event of him arrest, he 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 petitioner shall make himself available for interrogation*

*by a police officer as and when required;*

*ii) that the petitioner 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 petitioner shall not leave India without the prior permission of the Court;*

*iv) such other condition as may be imposed under subsection (3) of Section 480, as if the bail were granted under that section.*

7. *To be heard along with CRM-M-62157-2025.”*

3. Today ASI Jajpal Singh has informed this Court that the petitioner has joined the investigation, in compliance of the order dated 01.12.2025 and is no longer required for further investigation.

4. In view of the aforesaid, the order dated 01.12.2025, 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  
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|---------------------------|--------|
| Whether speaking/reasoned | Yes/No |
| Whether Reportable        | Yes/No |