



CRM-M-70057-2025 (O&M) -1-

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

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**CRM-M-70057-2025
Decided on: 12.12.2025**

SUKHWINDER SINGH @ GOLU

.....Petitioner

Versus

STATE OF PUNJAB

.....Respondent

CORAM: HON'BLE MR. JUSTICE SUBHAS MEHLA

Present: Mr. Kiran Kumar, Advocate
for the petitioner.

Mr. Anup Singh, AAG, Punjab.

SUBHAS MEHLA, J. (Oral)

1. The present petition has been filed under Section 482 of BNSS, 2023 seeking grant of anticipatory bail in case bearing FIR No.61 dated 25.06.2025, under Sections 316(2) and 318(4) of BNS registered at Police Station Ladhuwal, Police Commissionerate Ludhiana, Punjab.
2. Brief facts of the present case are that the FIR was registered by complainant namely, Lal Singh, that the petitioner has executed an agreement to sell of property in dispute i.e. a plot, and earnest money of Rs.7,50,000/- has been paid. He has come with plea that the petitioner has already sold this property to one Sushil Kumar vide agreement to sell dated 13.5.2024 and the petitioner has cheated the complainant by selling the same property to him.

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3. Learned counsel for the petitioner contended that the petitioner has been falsely implicated in the present case by the complainant. It is contended that the complainant had entered into an agreement to sell with the petitioner regarding a property measuring 150 sq. yards and to that effect the complainant had paid an amount of ₹7,50,000/- as earnest money, whereupon the petitioner executed the agreement to sell and also delivered possession of the said property to the complainant. Subsequently the complainant resiled from the said agreement and pressurized the petitioner to return the earnest money. To demonstrate his bona fide, the petitioner voluntarily issued a post-dated cheque of ₹7,50,000/- in favour of the complainant, presuming that the complainant would return the original agreement and restore possession of the property back to the petitioner. Thereafter, the complainant refused to return the original documents and also retained the possession of the property. It is also contended that a civil suit in regard to the agreement to sell with Sushil Kumar, is already pending for adjudication before the trial Court.

4. Mr. Anup Singh, AAG, Punjab, appeared on behalf of respondent-State and opposed the grant of anticipatory bail to the petitioner while submitting that before the expiry of date of execution of agreement to sell of the property in question with one Harbans Singh, the present petitioner entered into another agreement to sell with the complainant and had cheated him of Rs.7,50,000/-.

5. Heard.



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6. Keeping in view the facts of the present case, the allegations against the present petitioner are serious in nature since the petitioner has defrauded the complainant of Rs.7.50 lakhs by way of entering into agreement with the complainant while an earlier agreement to sell with another person has not expired; a civil suit regarding the same is sub-judice. Having considered the serious allegations of cheating of an amount of Rs.7.50 lakh, the petitioner is required for custodial interrogation for recovery of cheated amount. In “**C.B.I. vs. Anil Sharma**”, 1997(7) SCC 187, the Hon’ble Supreme Court emphasized the importance of custodial interrogation by holding that many useful information and concealed materials may be elicited from a suspect in custody, than a suspect who is well-protected by an order of anticipatory bail, in which case, interrogation may be reduced to a mere ritual.

7. In view of above, the present petitioner is not entitled for discretionary relief as prayed for and the present petition is hereby dismissed.

(SUBHAS MEHLA)
JUDGE

12.12.2025
Sonia Puri

Whether Speaking/Reasoned: YES/NO
Whether Reportable: YES/NO