

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

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2026:PHHC:065763



**CRM-M-2204-2026 (O&M).
Date of decision: 29.04.2026.**

POONAM MAHAJAN**...Petitioner(s)****VERSUS****STATE OF PUNJAB****...Respondent(s)****CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ**

Present :- Mr. Gaurav Partap S. Pathania, Advocate,
for the petitioner.

Mr. Mohit Kapoor, Sr. DAG, Punjab.

Mr. J.S. Mahal, Advocate, for the complainant.

VINOD S. BHARDWAJ, J. (Oral)

This is the first petition filed under Section 482 of the Bharatiya
Nagarik Suraksha Sanhita, 2023, seeking grant of pre-arrest bail to the
petitioner in case bearing FIR No.35 dated 18.03.2024, under Section(s) 420,
467, 468, 471 and 120-B of the Indian Penal Code, 1860, registered at Police
Station Division No.2, District Pathankot.

2. Briefly stated, the present FIR was registered on the complaint
submitted by Pawan Kumar, Manager, Capital Small Finance Bank Ltd.,
Branch Dhangu Road, Pathankot. It is alleged that one Kartik Mahajan (son

of the petitioner herein) had applied for a housing loan facility from the said bank for completion of his house, pursuant to which amounts of Rs.15 lakhs and Rs.7 lakhs were sanctioned and disbursed on different dates. The said house was mortgaged with the bank as collateral security and a lien in favour of the bank was recorded in the revenue record. It is further alleged that the borrower failed to repay the loan amounts, resulting in substantial outstanding dues. During this period, it came to the notice of the bank that the accused, in connivance with the concerned Patwari, had got the lien entry removed from the revenue record and subsequently transferred the mortgaged property in favour of his mother (petitioner herein) through a registered transfer deed and mutation with an intention to cause wrongful gain to himself and wrongful loss to the bank. Despite repeated notices issued by the bank for repayment of the outstanding loan amount, the borrower failed to clear the dues. On these allegations, the complainant sought legal action against the accused, leading to the registration of the present FIR.

3. Learned counsel appearing on behalf of the petitioner(s) contends that no specific allegations have been attributed to the petitioner and that as a matter of fact, the transfer deed of the property in question had been executed by her son Kartik Mahajan in her favour on 29.08.2022 and thereafter, an agreement to sell the said property had been executed by the petitioner with one Manjeet Singh. It is thus contended that, in the absence of any specific overt act, no element of forgery or fraudulent conduct can be attributed to the petitioner. He further contends that the loan in question had been availed by Kartik Mahajan from the Bank by creating an equitable mortgage with respect to the house and the petitioner was not a beneficiary of the said transaction nor was she involved in the sanction or disbursement of the loan. It is argued with vehemence that the

said Kartik Mahajan has already been granted the concession of regular bail by this Court vide order dated 09.02.2026 passed in CRM-M-6386-2026.

4. State counsel as well as counsel for the complainant, on the other hand, contend that the petitioner has chosen not to give a complete and accurate narration of the facts before this Court. It is submitted that the role of the petitioner cannot be viewed in isolation and that her connivance with her son stands established from the overall sequence of events emerging from the FIR and the investigation conducted thereafter. It is further contended that the petitioner has selectively relied upon portions of the FIR and has failed to advert to the latter part thereof, including the material collected during investigation, which clearly indicates her involvement. In this regard, reliance is placed upon the vernacular contents of the FIR to substantiate the said submission. It is contended that initially, Kartik Mahajan i.e. the son of the petitioner herein obtained two loans amounting to Rs. 15 lakhs and Rs.07 Lakhs in the year 2020-21, by creating an equitable mortgage with respect to the property in question. It is further alleged that thereafter, forged documents were created to falsely depict issuance of a 'No Objection Certificate'/'Non-Encumbrance Certificate' from the bank, thereby facilitating removal of the lien/mortgage entry from the revenue record. Immediately thereafter, Kartik Mahajan, i.e. the son of the petitioner herein executed a registered transfer deed in favour of the present petitioner, who, in turn, entered into an agreement to sell the said property for a total consideration of Rs.25 lakhs, out of which an amount of Rs.11 lakhs was received by her as earnest money. It is thus contended that the entire transaction cannot be viewed as a standalone act but has to be examined in its entirety which reveals a well-orchestrated design to defraud the bank. The sequence of events clearly establishes that the

petitioner herein was actively participating with her son in ensuring smooth execution of the fraud that was designed to be executed. It is contended that it is under said circumstances that Section 120-B of the Indian Penal Code, 1860 has also been attracted in the facts and circumstances of the present case. It is submitted that the petitioner cannot take benefit from the grant of bail to Kartik Mahajan, since the bail granted to him was regular bail and not anticipatory bail, and the same does not ipso facto entitle the petitioner to similar relief.

5. I have heard counsel appearing for the respective parties and have gone through the documents appended along with the present petition.

6. It is not disputed by the counsel for the petitioner that with respect to the house in question, an agreement of sale had been executed by the petitioner in favour of Manjeet Singh and that a sum of Rs.11 lakhs had been received by her as earnest money. It is also not disputed by referring to any document that the loan availed against the said property had been cleared at any point in time. In the absence of any material to show repayment, the financial dealings surrounding the property remain unexplained. The sequence of events, namely, removal of the mortgage entry, followed by mutation of the property in favour of the petitioner and thereafter execution of an agreement to sell, prima facie reflects a concerted course of conduct on the part of the petitioner with her son. In view thereof, I do not find myself in agreement with the arguments advanced by the counsel for the petitioner that petitioner was unaware of the nature of entire transactions.

7 Even though it is contended by the counsel for the petitioner that the loan availed from the bank has been cleared, however, despite a specific

query put by this Court asking for any document, on the basis whereof, it may be established that the entire loan amount already stands cleared, counsel for the petitioner is not in a position to refer to any such document evidencing clearance of the outstanding loan amount. In the absence of such proof, the submission remains a mere bald assertion, devoid of evidentiary support. In any case, even if such a contention were to be assumed *arguendo*, the same does not advance the case of the petitioner. On the contrary, the record reflects that the bank, on account of the subsisting lien, has already proceeded to auction the property in question. As a consequence thereof, the complainant, Manjeet Singh, who had entered into an agreement to purchase the said property and had paid earnest money, has been left high and dry.

8 It is also informed by the State counsel that statement of Manjeet Singh as a victim of the petitioner has already been recorded under Section 161 Cr.P.C. and the same *prima facie* indicates that he was induced into entering the agreement to purchase the property in question and was thereby deceived into parting with a substantial amount as earnest money..

9 Where the parties intended to enter into an agreement to sell in such a quick succession, under ordinary circumstances there was no occasion for the son to first transfer the property in favour of his mother only to sell the same after a short period of time. The sequence of events, when seen in its entirety, does not appear to be a natural or routine course of conduct, but rather suggests a premeditated design. The circumstances, *prima facie*, indicate that the transfer and subsequent agreement to sell were part of a well-knit plan executed by the petitioner as well as by her son so as to deceive gullible persons into parting with their hard earned money. In view of the aforesaid, I

am of the opinion that no exceptional grounds for grant of concession of pre-arrest bail to the petitioner is made out.

10 Consequently, the present petition seeking grant of pre-arrest bail is dismissed.

April 29, 2026.	(VINOD S. BHARDWAJ)
raj arora	JUDGE
<i>Whether speaking/reasoned</i>	: <i>Yes/No</i>
<i>Whether reportable</i>	: <i>Yes/No</i>