



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

138

CRWP-2655-2026(O&M)
Date of decision: 18.03.2026

Vishaka Beriwal

....Petitioner

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE AMAN CHAUDHARY

Present : Mr. Amit Chadha, Sr. Advocate with
Mr. P.S.Ahluwalia, Sr. Advocate with
Ms. Sahiba Singh and Mr. Amit Bansal, Advocates,
for the petitioner.

Mr. Gautam Kaile, DAG, Haryana.

Mr. A.P.S.Deol, Sr. Advocate with
Mr. Vishal R. Lamba and Mr. Arun Goyat, Advocates
for complainant-respondent No.4.

AMAN CHAUDHARY, J.

CRM-W-398-399-2026

Notice in the applications.

Learned assisting counsel for learned Senior Counsel for the
petitioner accept notice and have no objection, if the present applications are
allowed.

In view of the above, the same are allowed and the complainant is
impleaded as respondent No.4. Amended memo of parties is taken on record.



Annexures R-4/1 to 4/12 are taken on record, subject to just exceptions.

Main Case:

1. The writ jurisdiction of this Court has been invoked under Article 226 of the Constitution of India, by the petitioner praying for release of detenue-Punit Beriwalla, who is her father, from illegal custody and setting aside the order dated 05.03.2026 passed by JMFC, Gurugram in connection with FIR No.26 of 2025 under Sections 120-B, 34, 406, 420, 467, 468 and 471 of IPC 1860 [u/s 61(2), 3(5), 316(2), 318(4), 338, 336(3), 340(2) corresponding Sections of BNS] dated 22.01.2025, registered at P.S. Badshapur, District Gurugram.
2. It would be apposite to refer to the allegations levelled against the alleged detenue in FIR No.26 dated 22.01.2025, lodged at Police Station Badshapur, District Gurugram, which reads thus:

“The complainant above named submits as follows-1. That the helpless and destitute complainant is constrained to approach this Hon'ble Court under compelling circumstances being aggrieved of illegal acts committed by the accused persons collusion with each other. 2. That the brief facts of the present case are narrated for the kind perusal of this Hon'ble Court as under: i. The complainant was owner in possession of agricultural land measuring 2 acres situated at village Fazilpur Jharsa, Tehsil and District Gurugram ii. That in the year 2005, the accused no.1 approached the Complainant and her two sons namely Mahinder S/o Late Shri Sh. Karan Singh, Rajinder S/o Late Shri Sh. Karan Singh and two brother-in-law of the complainant namely Prakash S/o Late Shr. Bholu, and Shotaj S/o Late Shri Man Singh, the accused no.1 showed his interest in purchasing the agricultural land owned by them @ Rs.1,06,00,000/- (Rs.One crore six lacs) per acre and It is pertinent to mention here that the said one agreement to sell with complainant, her two sons named above and elder deceased son's widow Shashi and son Deepak and separate agreements were executed with Shotaj Singh and Prakash were executed by the Company namely Entrepreneurs (Calcutta) Pvt. Ltd, which happens to be the sister company of the M/s Vipul Limited whose director was accused no.1 namely Punit



Beriwala. Copy of agreement to sell dated 25.4.2005 attached herewith as Annexure-1. iii. That as per the above said agreements to sell dated 25.04.2005, the target date for execution and registration of sale deed was 22.10.2005 and the accused no.1 requested that he could not arrange sufficient funds to get the sale deed registered and target date was extended i.e. 15.1.2006. again till the new target date accused could not arrange the funds for registration of sale deed and further accused no.1 make a proposal to the effect that in case the sale deed is executed in favour of his subsidiary company M/s Ritwiz Builders and Developers Pvt. Ltd, then his company would allot 1400 sq. yards of residential plots in exchange of one acre agriculture land after developing residential colony in the said land and adjoining land in revenue estates of village Fazilpur Jharsa, at Tehsil and District Gurugram. By making this false promise the accused persons made the complainant and her two sons Mahinder and Rajinder, agreed with the proposal. Copy of endorsement for extension of date of registration of sale deed, attached herewith as Annexure-2. iv. That the accused no.1 dishonestly, fraudulently and with mala fide intention to deceive the complainant and wanted to make the title of the land neat and clean and undisputed. So that the complainant could not raise any question or dispute on the title of the land. The accused no.1 collusion with bank officials and other accused persons, on 20.2.2006, accused no.1 firstly get signed one agreement for allotment of developed plots total measuring area 2800 sq. yard with complainant and two separate agreements were signed with her two sons for allotment of plots measuring area 1400 Sq. Yard each respectively on the name of its company M/s Vipul Limited and took cheque of amount Rs.2,12,00,000/- from complainant and Rs.1,06,00,000/- each from her son Mahinder and Rajinder in the name of Vipul Ltd. just to show the amount as investment for the allotment of the plots and on the same day i.e. 20.2.2006, the accused persons managed to get the sale deed registered in the name of its subsidiary company M/s Ritwiz Builders and Developers Ltd. and issued another cheque of the bank account of his associate company M/s Ritwiz Builders and Developers Ltd. as consideration of sale deed to the complainant and her two sons by this way the accused dishonestly rotated the same money from the bank account of M/s Ritwiz Builders and Developers Ltd. to bank account of complainant and her sons and from the their bank account to bank account of his main company Vipul Limited by this way, on the papers, the accused persons have managed to make the title of the their land neat and clean and undisputed and the accused managed to get the said land without paying



any sale consideration by making false promise of allotment of plots. Factually it was agreed between them the plots were given in exchange of the agriculture land but in written the accused persons managed to show that the land were purchased in lieu of money. By this ways the accused persons managed to fabricate forged sale deed of the land. The accused persons deceived the complainant on false promise of allotment of plots. As from the very beginning, the intentions of the accused persons were deceived the complainant to grab the high valued land without paying any money. Copy of agreement to allot plots dated 20.2.2006 attached as Annexure-3 to 5, copy of sale deed dated 20.2.2006 attached herewith as Annexure-6, copy of bank account statement of complainant and her two sons of the period of February 2000 attached herewith as Annexure-7 to 9. v. That as per the agreement dated 20.02.2006, the accused no.1 and his company Vipul Ltd. were supposed to transfer the abovementioned residential plots measuring 2800 sq. yards within a period of one year w.e.f. 20.02.2006 and the target dated has been passed but accused persons did not allot plots to the complainant and her sons. In the year 2010, the complainant and her sons got to know that the accused has allotted plots to some other farmers then they again approached the accused no.1 and the complainant and her sons have run around a lot to the accused no.1 then the on 19.11.2010, accused no.1 allotted plots only to Mahinder and Rajinder of measuring 1400 Sq. Yard each respectively in Vipul World, Sector 48, Gurugram (Residential Colony Accused No.1). Copy of allotment of plots to the sons of complainant attached herewith as Annexure-10. 11. vi. That this time also the complainant was not allotted any residential plots in the terms of agreement dated 20.02.2006. The Accused no.1 kept on prolonging the request of the Complainant on one pretext or the other and under compelling circumstances, the Complainant moved a complaint to the police authorities concerned on 17.03.2017 and thereafter kept on moving several complaints/representations to different forums, departments and institutions, but all in vain. vii. That on 23.5.2019, the accused no.1 and directors of its associate company M/s Ritwiz Builders and Developers Ltd. dishonestly to gain wrongfully sold the agriculture land of the complainant along with other adjoining land of other farmers to the other builder Esecfarm Private Limited (now known as Gurugram Commerc City Private Limited) for developing of residential colony on it, instead of developing the colony themselves even after getting developing licenses. The accused persons just to save himself from allotting the plots to the complainant they dishonestly to gain wrongfully and sold the said land to the



other builder. Copy of sale deed vasika no.2101 dated 23/05/2019 attached herewith as Annexure-12. viii. That eventually the Complainant got to know about the above said sale deed mentioned in (para vi) and by seeing this dishonest intention of the accused persons the complainant moved a complaint against the accused to the office of Commissioner of Police, Gurugram on 17.04.2020 which was duly received by the office on 21.04.2020 vide receipt no. 4470/CP/2020 Dt.21.4.2020. Copy of police complaint and its receiving are attached herewith as Annexure-13. ix. That when the Accused no. I was called by the Police Authorities, as a result and, under compelling circumstances of police complaint, the accused no.1 again induced the Complainant, not to press her police complainant and made her believe that her rights would not be frustrated and entered into a Memorandum dated 23.11.2020, wherein the accused promised to arrange 7 Acres of land at village Fazilpur Jharsa, Tehsil and District Gurugram transfer the same in the name of Complainant and her brother-in-law Shr. Shotaj Singh who was also victimized by the Accused No.1, in the same manner and within a period of one year i.e. by 22.11.2021 the said 7 acres land was already under litigation. But the accused assured that the land case would be in his favour and signed an agreement/final settlement on dated 23/11/2020. Copy of Agreement/Memorandum dated 23/11/2020 attached herewith as Annexure-14. x. That even after disposal of the litigation in favour of the accused, the accused persons did not fulfill their promise to transfer the land in the name of complainant and her brother in law namely Shotaj Singh, as per MOU dated 23/11/2020, to gain wrongfully. xi. That in year 2022, complainant got to know that, the accused no.1 has assured Prakash Yadav (Dewar of Complainant) to give current market value of the land at that time at the rate of approx. 10 crore per acre for the final settlement of the agreement to allot plots dated 20.2.2006 signed with Prakash Yadav on 18.9.2020 and 21.9.2020. Copy of it settlement agreement and addendum of it dated 18.9.2020, 21.9.2020 attached herewith as Annexure 15 16. xii. That after got to know the facts mention in para xi of the complaint the complainant and Shotaj Singh have approached National Company Law Tribunal by the way of filing an application under section 7 of the Insolvency and Bankruptcy Code, 2016 praying for issuance of direction to the Vipul Limited company of accused no.1 to pay an amount of Rs.66,23,46,806/- (Sixty-Six Crore Twenty-Three lac Forty Six thousand, eight hundred and six) to the complainant and an amount of Rs.33,11,71,403/- (Thirty Three Crore Eleven lac Seventy One Thousand Four Hundred and Three) to the above named Shri



Shotaj Singh, but the accused filed written statement and admitted the fact that the allotment of plots were consideration of the sale deed of their agriculture land and the money showed in the sale deed as a consideration is symbolic. So that the petition was withdrawn by the complainant and her brother-in-law on 16.02.2024 with liberty to avail any other legal remedy under the Law in view of the fact that the Plaintiff being a financial creditor could not pray for possession of the land in dispute under the Insolvency and Bankruptcy Code, 2016 before National Company Law Tribunal. Copy petition and written statement filed by the accused no.1 attached herewith as Annexure 17 18. xiii. Then again the complainant lodged an complaint to P.S.Badsahpur, Gurugram on 31.10.2023 vide receiving no.3231845 - CAS dt.31.10.2023 and the complainant has also lodged a police complaint to DCP, South, on dated 2/11/2023 vide complaint no.22249 dated 2/11/2023 against the accused persons. Copy of police complaint dated 31.10.2023, and copy of complaint to DCP, Gurugram dated 2/11/2023 and its receiving attached herewith as Annexure-19, 20. xiv. That the above mentioned illegal acts in the accounts were carried out by the accused person in the following manner: Since year 2005 the accused no.1 collusion with other accused persons and directors of his associate companies with dishonest intention fabricated agreement to sell dated 25/4/2005 by inducing the complainant and then fabricated sale deed on dated 20.2.2006 under false promise of allotment of plot dated 20.2.2006 and again in year 2020, induced the complainant to withdraw her police complaint by making false promise of transferring 7 acres of land, so the fabricating the above said documents from time to time, just to deceive and defraud the complainant to grab her agriculture land without any consideration, these illegal acts caused offences under section 467, 468, 471 of IPC. Deliberately with dishonestly intention fabricating all above said documents to cause wrongful gain himself and wrongful loss to the complainant, collusion with other accused persons, caused offence under sections 406, 420, 120-B, 34 of IPC xv. In view of above, the land of complainant has been grabbed by the accused persons fraudulently and dishonestly with undue influence and inducement her to get the sale deed register in the name of the company of accused without giving a single penny as a sale consideration on pretext of false promise of allotment of plots. xvi. That it is crystal clear that the accused persons have illegally, dishonestly and fraudulently with malafidely caused wrongful loss to the complainant to get her land registered in their name without any sale consideration of the land by inducement and making false promise of allotment



of plots to her. xvii. That the facts stated herein above it is clear that the accused persons herein cheated and defrauded the complainant by fabricating forged documents and committed offence under section 406, 420, 467, 468, 471 34 of IPC. xvii. That the police in collusion with the accused person did not taken any action in a proper manner nor lodge FIR against the accused and closed the complaint by giving opinion that the matter is of civil in nature. It is, therefore, prayed that the above said accused persons may be ordered to be summoned as accused under sections 420, 467, 468, 471, 120, 34 of the IPC, in the interest of justice. Dated 16/11/24 Complainant Chameli Devi W/o Late Sh. Karan Singh R/o House No.....Sector-15, Part-2, Gurugram Haryana Through Counsel Partap Singh Yadav and C.P.Yadav, Advocates.”

3. As stated by learned Senior counsel appearing for the petitioner, the alleged detainee, apprehending his arrest in FIR No.25 dated 22.01.2025 registered under Sections 420, 406 IPC, at PS Badshapur, District Gurugram and FIR No.26 dated 22.01.2025 registered under Sections 120-B, 34, 406, 420, 467, 468, 471 IPC, at PS Badshapur, District Gurugram, filed applications for grant of transit bail before the District Court, North-West Rohini, at Delhi, which were disposed of vide orders dated 28.02.2026 to avail legal remedies permissible under law and surrender on 20.03.2026. However, he was wrongly arrested in the latter FIR.

4. The age-old doctrine of clean hands is a vital cog in the machinery of justice. On being confronted with the fact, that as on 28.02.2026, the date on which transit bail came up for hearing and the order was passed, the alleged detainee stood arrested in another FIR No.322 dated 01.10.2025 under Section 420 IPC, at PS-Shivaji Nagar, Gurugram, having not been disclosed before the said Court, learned Senior counsel for the petitioner were at loss of words. It is not the question of maintainability of the petition, but rather reflects his conduct.

Likewise, were they, inasmuch as there being no mention in the application for



transit bail or even in the present petition of his involvement as an accused in 8 FIR's including the present, as mentioned in CRM-W-399-2026, which are as under:

- “(i) FIR 333 dated 7.11.2014 P.S DLF Phase-I, Gurugram u/s 420, 418, 417, 120-B IPC
- (ii) FIR 115 dated 31.08.2024 P.S Economic offences Wing, EOW u/s 406,420,477A,468,409 IPC
- (iii) FIR 544 dated 04.10.2024 P.S Sarai Rohilla, North. u/s 420,34 IPC
- (iv) FIR 25 dated 22.01.2025 P.S Badshahpur, Gurugram, u/s 420, 120-B IPC.
- (v) FIR 26 dated 22.01.2025 P.S Badshahpur, Gurugram, u/s 120-B, 34, 406, 420, 467, 468, 471 IPC.
- (vi) FIR 322 dated 1.10.2025 P.S Shivaji Nagar, Gurugram u/s 420, 120-B IPC
- (vii) FIR 25 dated 10.1.2026 P.S Badshahpur, Gurugram, u/s 420, 120-B IPC
- (viii) FIR 38 dated 10.02.2026 P.S Economic offences wing, EOW (Delhi) u/s 420,406,120-B IPC”

5. A reference be made to paras of the above CRM-W, which reads thus:

“It is pertinent to mention here that different addresses of Punit Beriwalla are mentioned in the applications before different courts:

- (i) Transit bail before Rohini Courts, Delhi r/o Dasghara, Near Blue Saffron, Pocket 27, Sector 24, Rohini, Delhi (Ann.R-4/1);
- ii). In Anticipatory bail before Jurisdictional Court i.e. Ld. ASJ Gurugram.
r/o H.No.15/10, Sarvpriya Vihar, Delhi (which lies in the jurisdiction of Saket Courts.) (Ann.R-4/2);
- iii). Present address- Flat No. 503, Tower-E, Sector 42, Central Park-1, Gurugram (ann.P-22).

10. That during the preliminary hearing on 10-03-2026, the counsel for the petitioner had tried to inter-mix the facts of present FIR No. 26 and the other FIR No. 25 registered against the detainee.

It is pertinent to mention here that allegations contained in FIR No. 25 pertains to separate piece of land owned by Sohtaj Singh in different khasra and khatoni nos. Whereas FIR No. 26 is got registered by complainant-Chameli Devi with regard to her separate land. Separate agreement to sell of different dates have been executed between the Punit Beriwalla



and the complainant of respective FIRs. Thus the offence of cheating and forgery related to separate agreement between land owners/complainant are the subject of different FIRs i.e. FIR No. 25 and FIR No. 26. Copy of agreement to sell dated 26-04-2005 with regard to the land of Chameli Devi-Resp. No.4 (complainant in FIR No. 26) (is already appended in the main Writ petition as ann.P-5). True copy of agreement to sell dated 15-03-2005 regarding the land of Sohtaj Singh (complainant in FIR No. 25) is appended as Annexure R-4/9.”

Learned Senior counsel was unable to even give any satisfactory justification with regard to the aforesaid facts as well.

6. Insofar as, the concept of ‘transit bail’ is concerned, the same has been elucidated by Hon’ble the Supreme Court in **Priya Indoria vs. State of Karnataka**, (2024) 4 SCC 749, relevant paras whereof read thus:

“90. The word ‘transit’ is derived from the Latin word transitus which means passage from one place to another. Since the word ‘transit’ is an undefined expression in CrPC, we may take recourse to the dictionary meaning of the word ‘transit’. The Concise Oxford English Dictionary, 10th Edition, Revised, defines the word ‘transit’ to mean carrying of people or things from one place to another; the conveyance of passengers on public transport; an act of passing through or across a place. ‘Transited’ or ‘transiting’ would mean pass across or through. Similarly, the word ‘transition’ means the process of changing from one state or condition to another. Likewise, the adjective ‘transitory’ means not permanent; short-lived. A useful example of the above expression is transit visa which means a visa allowing its holder to pass through a country only, not to stay there. The word ‘transit’ has also been defined in the Black’s Law Dictionary, 11th Edition, to mean the transportation of goods or person from one place to another; passage; the act of passing.

91. In Dr. Brojen Gogol, this Court did not decide whether the Bombay High Court had the jurisdiction to entertain the anticipatory bail applications of the respondents since the crimes were registered within the State of Assam. On the short point that the State of Assam or the Assam police were not heard before granting anticipatory bail to the respondents, this Court set aside the order of the Bombay High Court but granted protection from arrest to the respondents for a limited duration to enable them to approach the Gauhati High Court.



While passing such an order, this Court however made a general observation that the question of granting anticipatory bail to any person who is allegedly connected with the offence in question, must for all practical purposes be considered by the High Court of Gauhati within whose territorial jurisdiction such activities could have been perpetrated. As we have noted above, this was a general observation made by this Court and not a declaration of law after due adjudication.

92. The Allahabad High Court in Anita Garg also noted that there is no legislation or law which defines transit or anticipatory bail in definitive or specific terms. Thereafter, the High Court proceeded to explain the term ‘transit’ to mean the act of being moved from one place to another. Since the expression ‘anticipatory bail’ means granting bail to an accused person who is anticipating arrest, ‘transit anticipatory bail’ would refer to bail granted to any person who is apprehending arrest by police of a state other than the state he is presently located in. On that basis, Allahabad High Court explained ‘transit anticipatory bail’ to mean protection from arrest for a certain definite period. The mere fact that an accused has been granted transit anticipatory bail does not mean that the regular court under whose jurisdiction the case would fall, shall extend such transit bail and convert the same into anticipatory bail. Therefore, the Allahabad High Court held that upon the grant of transit anticipatory bail, the accused person who has been granted such bail has to apply for regular anticipatory bail before the competent court which would then consider such a prayer on its own merits. Allahabad High Court has also held that transit anticipatory bail is a temporary relief which an accused gets for a certain period of time so that he can apply for anticipatory bail before the regular court. In this connection, Allahabad High Court heavily relied upon the decision of the Bombay High Court in Teesta Atul Setalvad. In that case, Bombay High Court held that High Court of one State can grant transit bail in respect of a case registered within the jurisdiction of another High Court in exercise of the power under Section 438 of CrPC. Bombay High Court was of the view that generally the power of a High Court to grant anticipatory bail is limited to its territorial jurisdiction and that the power cannot be usurped by disregarding the principle of territorial jurisdiction. Having said that, the High Court emphasized that temporary relief to protect liberty and to avoid immediate arrest can be given by the Bombay High Court.

XX

XX

XX

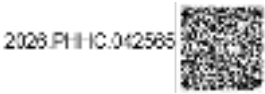
94. It would be impossible to fully account for all exigent circumstances in which an order of extra territorial anticipatory bail may be imminently essential to safeguard the fundamental



rights of the applicant. We reiterate that such power to grant extra-territorial anticipatory bail should be exercised in exceptional and compelling circumstances only which means where, denying transit anticipatory bail or interim protection to enable the applicant to make an application under Section 438 of CrPC before a Court of competent jurisdiction would cause irremediable and irreversible prejudice to the applicant. The Court, while considering such an application for extra-territorial anticipatory bail, in case it deems fit may grant interim protection instead for a fixed period and direct the applicant to make an application before a Court of competent jurisdiction.”

7. Transit bail is confined to the object of safeguarding the applicant's liberty only until he is able to approach the Court concerned and as such is fundamentally temporary in nature, only offering short-term relief, which in the present case, the alleged detainee had admittedly availed of, by submitting himself to the jurisdiction of the competent Court of Additional Sessions Judge, Gurugram on 05.03.2026, seeking anticipatory bail in both FIR Nos.25 and 26 dated 22.01.2025, registered at PS- Badshapur, Gurugram, wherein though only notices were issued for 07.03.2026 but no interim relief was granted. The alleged detainee having been arrested on 05.03.2026 in FIR No.26 dated 22.01.2025, accordingly withdrew the application for anticipatory bail on 07.03.2026, whereas in the connected FIR No.25 dated 22.01.2025, it on 09.03.2026, came to be dismissed on merits.

8. Despite the aforesaid, for the learned Senior counsel to submit that still the order of transit bail was to remain in operation till 20.03.2026, is misconceived, inasmuch as, extending such relief beyond its limited purpose would not only undermine it, but also intrude upon the authority of the jurisdictional Court empowered to adjudicate on merits. Giving a meaningful



interpretation to the order based on the settled law, by no stretch, could the same, passed by a Court within whose jurisdiction the matter did not fall, be construed to be that of substantive bail, for it was to serve only an intended function, which it did.

9. In view of the afore, the present petition being bereft of merit, is hereby dismissed.

(AMAN CHAUDHARY)
JUDGE

18.03.2026
parveen kumar

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