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

Sr. No.110

**CRM-M-13040-2026
Date of Decision: 10.03.2026**

VIRENDER SINGH GREWAL ...Petitioner

Versus

STATE OF HARYANA ....Respondent

CORAM: HON'BLE MS. JUSTICE MANDEEP PANNU

Present:- Mr. Anupal Singh Tanwar, Advocate
for the petitioner.

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MANDEEP PANNU, J. (Oral)

1. This is the first petition under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (akin to Section 438 Cr.P.C.) seeking grant of anticipatory bail to the petitioner in FIR No. 40 dated 20.02.2026, registered under Sections 318(4), 338, 336(3), 340(2), 316(2) and 61 of the Bharatiya Nyaya Sanhita, 2023 (earlier Sections 420, 467, 463, 471, 406 and 120-B IPC) at Police Station City Dadri, District Charkhi Dadri, Haryana.

2. Brief facts of the case are that a complaint bearing No. 596-PG SPL dated 17.02.2026 was submitted by the complainant Rajeev Hudda through the office of the Superintendent of Police, Charkhi Dadri, alleging misappropriation of ₹25,00,000/- by preparing forged documents in relation to the sale of agricultural land. As per the complaint, the complainant along with Kripa Hudda came in contact with Virender Grewal and Sanjeet, who represented that they wanted to sell 36 Kanal 18 Marla of agricultural land situated in village Ghikara, District Charkhi Dadri. Thereafter, the complainant and his companions were called to village Mirch for execution

of an agreement to sell, where the accused persons allegedly showed them an agreement to sell bearing certain revenue particulars of the land and represented that the said land belonged to Bimla wife of Balwan and Rajbala wife of Jai Singh, residents of village Ghikara. It is further alleged that believing the representations made by the accused persons, the complainant agreed to purchase the land and an agreement to sell was executed, pursuant to which the accused persons allegedly received ₹25,00,000/- as earnest money in cash. Subsequently, when the complainant verified the agreement and the ownership of the land, it was allegedly found that neither Bimla nor Rajbala had executed any agreement to sell, nor had they affixed their signatures or thumb impressions on the said document. The complainant then realized that Sanjeet and Virender had allegedly played fraud upon them by preparing forged documents and had dishonestly obtained the earnest money amount. On the basis of these allegations, the present FIR was registered and investigation was initiated.

3. Learned counsel for the petitioner submits that the petitioner has been falsely implicated in the present case and has no direct involvement in the alleged transaction. It is contended that the alleged agreement to sell was executed solely between the complainant and co-accused Sanjeet, and the petitioner has been unnecessarily roped into the present case. It is further submitted that the petitioner has not received any amount from the complainant and no recovery has been effected from him. Even if the allegations in the FIR are taken at their face value, they arise out of an alleged agreement to sell immovable property, which essentially gives rise to

a civil dispute. The present criminal proceedings, therefore, have been initiated only with a view to pressurize the petitioner.

4. Notice of motion.

5. On the asking of the Court, Mr. Sushil Bhardwaj, Addl. A.G. Haryana, accepts notice on behalf of the respondent–State.

6. Mr. Rahul Dhanda, Advocate has put in appearance on behalf of the complainant and has filed his memo of appearance.

7. Learned State counsel, assisted by learned counsel for the complainant, has opposed the present bail application. It is submitted that the petitioner has played an active role in the commission of the offence as he had identified the wrong persons at the time of execution of the alleged agreement to sell purportedly executed by Sanjeev Kumar and Sanjay Kumar. It is contended that the petitioner acted as an attesting witness and knowingly identified the said persons as the owners of the property, which facilitated the execution of the agreement to sell in favour of the complainant. On the strength of such identification and representation, the complainant was induced to enter into the agreement to sell in favour of Sanjeev Hooda, pursuant to which an amount of ₹25,00,000/- was allegedly paid as earnest money. Learned counsel submits that the investigation has revealed that the said agreement was based on forged and fabricated documents, and the actual land owners had never executed any such document nor had they affixed their signatures or thumb impressions on the alleged agreement. It is thus argued that the petitioner, by falsely identifying the executants and by facilitating the execution of forged documents, became a part of the criminal conspiracy to cheat the complainant, resulting

in wrongful loss to the complainant and wrongful gain to the accused persons.

8. I have heard learned counsel for the parties and have gone through the record. The allegations levelled against the petitioner are serious in nature. The record indicates that the complainant was induced to part with an amount of ₹25,00,000/- as earnest money on the basis of an agreement to sell which is alleged to have been forged and fabricated. The role attributed to the petitioner is that he acted as an attesting witness and identified the persons executing the agreement, despite the fact that those persons were not the genuine owners of the property. Such identification by the petitioner allegedly enabled the execution of the agreement and facilitated the accused persons in cheating the complainant and obtaining a substantial amount of money through fraudulent means. The allegations also disclose the commission of offences relating to forgery and use of forged documents, which have serious ramifications.

9. At this stage, the investigation is still underway and the role of the petitioner in the alleged conspiracy and preparation of forged documents is yet to be fully unearthed. Considering the nature of the allegations, the magnitude of the amount involved, i.e., ₹25,00,000/-, and the allegations of forgery and cheating, this Court does not find it to be a fit case for grant of the concession of anticipatory bail to the petitioner. Granting such relief at this stage may adversely affect the course of investigation and may hamper the efforts of the investigating agency in unearthing the entire chain of events and the involvement of other persons in the alleged offence.

10. Accordingly, the present petition seeking anticipatory bail is dismissed.

11. However, nothing observed herein shall be construed as an expression of opinion on the merits of the case.

12. All pending applications, if any, also stand disposed of.

(MANDEEP PANNU)
JUDGE

10.03.2026
Anu

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