



CRM-M-18021-2025

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(107)

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-18021-2025

Date of Decision: 26.02.2026

GULWANT KAUR

... Petitioner

Versus

STATE OF PUNJAB

...Respondent

CRM-M-18450-2025

VARINDER SINGH BRAR

... Petitioner

Versus

STATE OF PUNJAB

...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Aditya Yadav, Advocate with
Mr. Viransh Ghawani, Advocate
for the petitioner in CRM-M-18021-2025.

Ms. Gurpreet Kaur, Advocate
for the petitioner in CRM-M-18450-2025.

Mr. Harkanwar Jeet Singh, Asstt. A.G., Punjab.

Ms. Shazia K. Singh, Advocate
for the complainant.

Mr. Sanjiv Gupta, Advocate and
Mr. Krishnam Gupta, Advocate
objector/intervener.

JASJIT SINGH BEDI, J.

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This order shall dispose of two petitions bearing No.CRM-M-18021-2021 titled as Gulwant Kaur versus State of Punjab and CRM-M-18450-2025 titled as Varinder Singh Brar Versus State of Punjab as the same are arising out of the same FIR. However, for the sake of convenience the facts have been taken from CRM-M-18021-2025.

2. The prayer in the present petitions under Section 483 of BNSS is for the grant of regular bail in case bearing FIR No.240 dated 19.11.2024 registered under Sections 406, 420 IPC, 1860 at Police Station Mataur District SAS Nagar.

3. The present FIR came to be registered at the instance of Rajinder Singh S/o Balvir Singh and the same reads as under:-

“To The Senior of Police SAS Nagar Mohali Subject Complaint against 1. Gulwant Kaur 9053582165 Wife of Sh Jaswant Singh Resident of Khuda Khurd Ambala Haryana 2. Balbir Kaur 9467954909 Wife of Mohinder Singh Resident of Khuda Khurd Ambala Haryana 3. Charanjit Singh M No 80548300784 Varinder Singh Brar 7986224380 Resident of H No. 2602 Phase-7 SAS Nagar Mohali for dishonestly and fraudulently inducing me and Amit Aggarwal to deliver Rs.60,00,000/- to Gulwant Kaur for transfer Sale of House No. 2798C Phase 7 Sector 61 SAS Nagar Mohali and thereby cheating me. Sir The complainant submits as under 1. That I Rajinder Singh Son of Sh Balbir Singh is a resident of H.No.2412 Phase 10 SAS Nagar Mohali I along with Sh. Amit Aggarwal Son of Sh Vijay Kant Aggarwal Resident of H. No. 210 Sector 36 Chandigarh wanted to purchase a property in SAS Nagar Mohali and therefore we contacted various property dealers in this regard 2. That in April 2024 we contacted Ms Tricity Properties and one Mr. Ishwar Chander Rahul told us that Charanjit Singh and Mr.



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Varinder Brar have a seller and they want to sell House No. 2798C Phase-7 Sector 61 SAS Nagar Mohali. Thereafter we were introduced to Gulwant Kaur and her mother Balbir Kaur Wife of Mohinder Singh by Charanjit Singh and Varinder Singh Brar Gulwant Kaur told us that she is the owner in possession of the property and also showed us the sale deed vide which she had purchase the property Varinder Singh Brar and Charanjit Singh assured us of the entire deal and told us to proceed with the deal 3. That subsequently I and Sh Amit Aggarwal entered into an agreement to sell dated 09.05.2024 with Gulwant Kaur pertaining to house No. 2798C Phase 7 SAS Nagar Mohali In pursuance of the agreement the total sale price was fixed Rs 2,30,00,000 (Two crores Thirty Lakhs only) and Rs. 60,00,000 (Sixty Lakhs) as earnest money was paid to Gulwant Kaur on 09.05.2024. A part of the payment i.e. 30 Lakh was paid vide cheque No.040659 dated 09.05.2024 in favour of Gulwant Kaur federal bank Sector 38 Chandigarh and the remaining Rs.30,00,000 was paid in cash to Gulwant Kaur. Copy of the agreement to sell is attached herewith. 4. That after entering into the agreement to sell a no objection certificate was applied to GMADA for the purpose of the intended sale. When the no objection certificate was not issued for few days I visited the GMADA office to enquire about the matter I came to know that one Mohinder Singh as filed a complaint in regard to house No. 2798-C Phase 7 SAS Nagar Mohali in GMADA that he is the GPA holder of Smt Sant Kaur and the GPA on the basis of which the sale deed has been executed in favour of Gulwant Kaur is false and fabricated document. I was shocked on coming to know about this fact and we contacted Gulwant Kaur Balbir Kaur, Varinder Singh and Charanjit Singh. 5. That Gulwant Kaur, Balbir Kaur, Varinder Singh and Charanjit Singh had assured us at the time of entering into the agreement to sell that Gulwant Kaur was the owner and I was also shown the sale deed and other documents of the house in favor of Gulwant Kaur. When I and Amit Aggarwal



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confronted them pertaining to their sale deed being forged they did not give any satisfactory reply and kept on ignoring the matter on one pretext or the other. Now I have come to know that Gulwant Kaur has also entered into an agreement to sell pertaining to the same property with some other person. 6 That all the accused persons i.e. Gulwant Kaur, Balbir Kaur, Varinder Singh, and Charanjit Singh were very much aware of the complaint pending in the GMADA and they were also aware that they are not in a position to execute the sale deed in our favour. Despite this fact Gulwant Kaur in conspiracy with other accused entered into an agreement to sell with us pertaining to the abovementioned property only to cheat us and to grab our money. 7. That I and Amit Aggarwal have been dishonestly and induced to pay Rs 60,00,000 Sixty Lakhs as earnest money for the abovementioned house whereas now the GMADA is not giving the permission to sell the house due to the defective title of Gulwant Kaur. 8. That Gulwant Kaur in conspiracy with her mother Balbir Kaur and property dealers Varinder Singh and Charanjit Singh have cheated us by taking Rs.60,00,000 Sixty Lakhs for a house for which they had no authority to sell. The accused are now threatening to teach us a lesson in case we approach any authority. Therefore strict action may kindly be taken against 1. Gulwant Kaur Wife of Sh JaswantSingh Resident of Khuda Khurd Ambala Haryana 2. Balbir Kaur Wife of Mohinder Singh Resident of Khuda Khurd Ambala Haryana 3. Charanjit Singh M No. 80548300784 Varinder Singh Brar Resident of H No. 2602 Phase 7 SAS Nagar Mohali as per law. Thanking you. Dated 26.07.2024 Sd-/ Submitted by Rajinder Singh Son of Sh Balvir Singh Resident of H No 2412 Phase 10 SAS Nagar Mohali, Amit Aggarwal so Vijay kant Aggarwal House No. 210 Sector 36, Chandigarh Mob No. 9216111112.”

4. The learned counsel for the petitioners contend that the allegations levelled against the petitioners would constitute a civil dispute at

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best. The disputed documents such as the General Power of Attorney dated 11.04.2023 (Annexure P-5) executed by the owner Sant Kaur in favour of Balbir Kaur, the mother of Gulwant Kaur (petitioner in CRM-M-18021-2025) is already a subject matter of a civil dispute. A sum of Rs.60,00,000/- received by the petitioners has been returned to the complainant. A compromise has been arrived at with him. The petitioners were granted the concession of interim regular bail vide orders dated 08.04.2025 & 30.04.2025. They have not misused the said concession. Therefore, they be granted the concession of regular bail.

5. On the other hand, the learned State counsel along with the learned counsel for the intervener/owner contend that the allegations levelled against Gulwant Kaur (petitioner in CRM-M-18021-2025) and Varinder Singh Brar (petitioner in CRM-M-18450-2025) are grave. In fact, one Sant Kaur is the owner of the property. She has executed a GPA in favour of her brother Mohinder Singh on 23.06.1997. Gulwant Kaur (petitioner) and her mother Balbir Kaur in collusion with the others fabricated and forged a GPA dated 11.04.2023 (Annexure P-5) purportedly executed by Smt. Sant Kaur in favour of Balbir Kaur. This GPA was used to execute a sale deed by Balbir Kaur in favour of her daughter Gulwant Kaur. On the strength of the said sale deed which is itself based on a forged GPA, Gulwant Kaur executed an agreement to sell not only with the complainants but also with one Rakesh Kumar on 06.11.2023 for a sum of Rs.2.2 crores and with one Manpreet Kaur on 21.02.2024 for a sum of Rs.2.36 crores. Gulwant Kaur has received Rs.71

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lakhs as earnest money from Rakesh Kumar, Rs.60 lakhs as earnest money from Manpreet Kaur and Rs.60 lakhs as earnest money from the present complainant though the said amount has been returned back. They contend that the photograph affixed on the forged GPA is not of the intervener/owner of the property. The passport number mentioned upon the GPA is incorrect and does not pertain to the intervener/owner. Similarly, the address mentioned on the said GPA is not of the intervener/owner. Sant Kaur the original owner has no connection whatsoever with Balbir Kaur, the mother of Gulwant Kaur and even as per the said GPA, Balbir Kaur is shown as a family friend. In the garb of the forged documents, an attempt is being made to usurp the property of the intervener/owner Sant Kaur. In this scenario, merely because the petitioners have effected a settlement with one of the prospective buyers namely, Rajinder Singh (complainant) would not entitle them to the grant of regular bail in view of the magnitude of the fraud and especially, when the investigation is still pending. They, therefore contend that the orders granting interim regular bails to the petitioners be recalled and their regular bail petitions be dismissed on merits.

6. The learned counsel for the complainant-Rajinder Singh concedes that a compromise has been arrived at and the complainants have received Rs.60,00,000/- which they had paid to Gulwant Kaur. As such, the complainant has no objection to the petitioners being granted the concession of regular bail.

7. I have heard the learned counsel for the parties.

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8. As per the case of the complainant, he along with Amit Aggarwal had entered into an agreement to sell with Gulwant Kaur (petitioner in CRM-M-18021-2025) daughter of Balbir Kaur and Varinder Singh Brar (petitioner in CRM-M-18450-2025) was one of the property dealers. A sum of Rs.60 lakhs received by way of earnest money has been returned back to the complainant and it is in that scenario that the counsel for the complainant has stated that the complainants have no objection, if the petitioners are granted the concession of bail.

9. However, the facts are somewhat convoluted. Gulwant Kaur and her mother Balbir Kaur in collusion with others prepared a forged GPA dated 11.04.2023 (Annexure P-5) purportedly executed by the actual owner Sant Kaur in favour of Balbir Kaur. Balbir Kaur used the said document to execute a sale deed of the same property in favour of her daughter Gulwant Kaur. Gulwant Kaur entered into multiple agreements to sell not only with the complainant but with one Rakesh Kumar and Manpreet Kaur and has received a total amount of Rs.1,91,00,000/- under the three agreement to sell though Rs.60,00,000/- is stated to have been returned qua the complainant/ Rajinder Singh with respect to the agreement dated 09.05.2024 (Annexure P-4).

10. The facts would also reveal that the original Sant Kaur who is owner of the property had executed a GPA in favour of brother Mohinder Singh way back in the year 1997. It was Mohinder Singh who filed various complaints before the GMADA authorities regarding the fraud committed by

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the present petitioners in collusion with others. A legal notice has also been sent for seeking registration of an FIR. In the light of the fact that Gulwant Kaur has become owner of the property on the basis of forged documents, an attempt has been made to usurp the property of Sant Kaur, the actual owner. Sant Kaur through her power of attorney and real brother Mohinder Singh has also instituted a civil suit challenging the fraudulent documents and seeking protection of ownership rights in which *ad interim injunction* has been granted restraining the accused namely, Gulwant Kaur, Balbir Kaur and GMADA, Mohali from alienating transferring, mortgaging or creating third party rights over the property. However, merely because civil proceedings are pending regarding the veracity of the documents would not mean that the instant FIR is not maintainable or that the petitioners are entitled to regular bail.

11. In fact, *prima facie*, the offences stand established. The investigation has to be taken to its logical conclusion. The petitioners were granted the concession of interim regular bail only because a statement was made that there were chances of an amicable settlement between the parties. At that stage, the intervener/owner Sant Kaur through her power of attorney Mohinder Singh had not been made parties to the present petition. Now, the true facts have come to light showing the magnitude of the fraud.

12. In view of the aforementioned discussion, I find no merit in the present petitions seeking grant of regular bail. Therefore, the same stand dismissed.

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10. The orders granting interim bail dated 08.04.2025 & 30.04.2025 stand specifically vacated. The petitioners are directed to surrender forthwith. Intimation of this order be sent to the SSP, Mohali for further necessary action.

(JASJIT SINGH BEDI)
JUDGE

26.02.2026

JITESH

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