

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

2026:PHHC:060773



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CRM-M-19706-2026

Date of decision: 22.04.2026

Date of uploading: 22.04.2026

Yadwinder Singh and another

....Petitioners

V/s

State of Haryana and another

....Respondents

CORAM: HON'BLE MR. JUSTICE SUMEET GOEL

Present: Mr. Damanjeet Singh Batalvi, Advocate, for the petitioners.

Mr. Baljinder Singh Sra, Addl. AG, Punjab.

Mr. Himanshu Rajput, Advocate for the complainant.

SUMEET GOEL, J. (ORAL)

1. Prayer in the present petition filed under Section 483 of BNSS 2023 is for grant of regular bail to the petitioners in case FIR No.37 dated 11.03.2026, registered under Section 318(4) of BNS 2023, at Police Station City 1, District Sangrur.

2. The case set up in the FIR in question (as set out by the petitioner in the present petition) is as follows:-

*“Copy of Complaint, "Hon'ble SSP Sahib, Sangrur Subject:-
Yadwinder Singh, Mehar Singh son of Gurcharan Singh resident of
Badanpur, Patiala regarding cheating by ordering poultry feed in cash*

(98885-41190, 75278-41190) Respected Sir, I request that I run a firm named Happy Poultry Farm and my office is near State Bank of India, Railway Station Road, Sangrur. That the Yadwinder Singh son of Gurcharan Singh and his brother Mehar Singh resident of Badanpur mentioned in the above subject had been introduced to me by Navneet Sharma, an employee of Essay Food Company, who brought them to meet me. Who use to frequently visit farm of the said Yadwinder Singh and Mehar Singh. He told me that these are good people, you should work with them, he assured me that their farm and place are good and they are good farmers and I have worked a lot with them, now they need feed and you should give them, so they can do their work properly. On Navneet Sharma's assurance, I started sending them feed, similarly we kept sending them feed and they kept giving us money on time. Il worked with them from 06.01.2022 to 05.09.2023. At last with bad intentions they ordered feed from me but did not give me any money for feed and they started delaying and giving excuses. At that time they bought a vehicle and built a new farm but did not give me my money and finally they stopped picking my phone calls. This has been going on for many years now. I have been visiting his house a lot, I have not met Yadwinder and his brother at the farm and house, rather sending a message through someone, that he is coming to our village and insulting us in front of our people, tell him to leave from here, tell him to go or else we will beat him to death and also said that we are not giving you your money, you do what you want to. If you want to go to the police you may go, the police cannot harm us. We live with the police every day. Apart from this, I had also sent a message to the them through a person of their village to get my money from them, but the abovesid said persons told the person of his village that you should not advise me, I will see what to do myself. This said person has taken me into a trap and cheated me of Rs. 15,91,260/-. This payment is in one of my numbers, which is present in my record and its bill and bank statement copies are attached. I request you that I am very helpless and I have borrowed a lot from people, because my money is stuck with the said persons, I cannot even repay my loan, due to which people are harassing me by asking for money, due to which I have become very mentally disturbed. His brother-in-law and his sister-in-law are from a village dutal near Patra are also aware that they have to pay the money of Happy Poultry Farm. So I humbly request you to take strictest legal action against the above mentioned persons and get me justice by getting my due amount. Date 24-12-2025. Your well-wisher

SD/-Nirmaljit Singh son of Harbans Singh resident of Sangrur. Office address-Happy Poultry Farm, near State Bank Railway Road, Sangrur Mob No: 98147-31220."

3. Learned counsel appearing for the petitioners has submitted that the petitioners were arrested on 18.03.2026. learned counsel has further submitted that the genesis/backdrop of the FIR in question is a business dispute pertaining to sale/purchase of poultry feed and FIR in question came to be registered on account of a misunderstanding at the end of the complainant. The said misunderstanding has since been resolved and a written compromise dated 03.04.2026 (copy whereof has been appended as Annexure P-2 with the instant petition) has been effected between the rival parties. Learned counsel has further submitted that the petitioners are men with clean antecedents. Thus, regular bail is prayed for.

4. Learned State counsel opposed the grant of bail to the petitioners by arguing that the allegations raised are serious in nature and, thus, the petitioners do not deserve the concession of regular bail. Learned State counsel seeks to place on record custody certificates dated 19/22.04.2026 in Court, which is taken on record.

4.1. Learned counsel for the complainant has ratified the aspect of matter having been settled between the rival parties.

5. I have heard counsel for the parties and have gone through the available records of the case.

6. The petitioners were arrested on 18.03.2026. The culmination of investigation and conclusion of trial emanating therefrom, in case occasion so arises, indubitably will take long. Keeping in view the factual milieu of the case in hand; especially the case in hand is being one triable

by Magistrate; a settlement having been arrived at between the parties; the petitioners are men with clean antecedents; this Court is inclined to grant the concession of regular bail to the petitioners.

Suffice to say, the further detention of the petitioner in custody is not required in the facts and circumstances of the case.

7. In view of above, the petition in hand is allowed. The petitioners are ordered to be released on regular bail on his furnishing bail/surety bonds to the satisfaction of the learned concerned CJM/Duty Magistrate. However, in addition to conditions that may be imposed by the concerned CJM/Duty Magistrate, the petitioners shall remain bound by the following conditions:-

- (i) The petitioners shall not mis-use the liberty granted.
- (ii) The petitioners shall not tamper with any evidence, oral or documentary, during the trial.
- (iii) The petitioners shall not absent themselves on any date before the trial Court.
- (iv) The petitioners shall not commit any offence while on bail.
- (v) The petitioners shall deposit their passport, if any, with the trial Court.
- (vi) The petitioners shall give their cell phone number to the Investigating Officer/SHO of concerned Police Station and shall not change their cell-phone number without prior permission of the trial Court/Illaq Magistrate.
- (vii) The petitioner shall not in any manner try to delay the trial.

8. In case of breach of any of the aforesaid conditions and those which may be imposed by concerned CJM/Duty Magistrate as directed hereinabove or upon showing any other sufficient cause, the

State/complainant shall be at liberty to move cancellation of bail of the petitioners.

9. Ordered accordingly.
10. Nothing said hereinabove shall be construed as an expression of opinion on the merits of the case.
11. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

(SUMEET GOEL)
JUDGE

April 22, 2026
Naveen

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