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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH
(216)**

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Date of decision: 18.05.2026

Kulvir Singh

..... Petitioner

V/s

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Sukhjit Singh, Advocate,
for the petitioner.

Mr. M.S. Toor, AAG, Punjab.

Mr. H.S. Dhillon, Advocate,
for the complainant-Davinder Kumar Sharma.

JASJIT SINGH BEDI, J. (Oral)

CRM-17945-2026

The application for placing on record the certain document (Anexures P-8 to P-11) is allowed as prayed for subject to all just exceptions. The same are taken on record.

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The prayer in the present petition under Section 482 BNSS (Section 438 Cr.P.C.) is for the grant of anticipatory bail to the petitioner in case FIR No.143 dated 21.03.2026 under Sections 318(4), 336(2), 336(3), 338, 340(2), 61(2) of BNS, 2023 (earlier Sections 420, 465, 468, 467, 471, 120(B) IPC) and Section 36 of the Punjab Apartment and Property

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Regulation Act, 1995 registered at Police Station City Zirakpur, District SAS Nagar, Mohali.

2. The brief facts are that the present FIR was registered on the complaint filed by Davinder Kumar Sharma against Balwinder Singh Property Dealer, Sonu Property Dealer and Gurpreet @ Kala with the allegations that he alongwith his wife Tripta Sharma had bought a plot no. 35 in Shivalik Vihar, Zirakpur on 03.12.2003. But some unknown persons had encroached upon their plot and constructed a house. The said persons came to his house at Hoshiarpur and claimed themselves to be the owners of said plot. But he had not sold the plot to any person and same was recorded in his name in the revenue record. On the above complaint, inquiry was conducted and it was found that Harbhajan Singh had constructed an illegal colony under the name of Shivalik Vihar Sites Pvt. Ltd., Patiala Road Zirakpur. Harbhajan Singh had sold one plot measuring 171 sq. Yards for ₹2,05,500/- to Davinder Kumar Sharma and his wife Tripta Sharma but there was no mention of the plot number or the size of the plot in the said sale deed. After that Harbhajan Singh had also issued a possession letter to Davinder Kumar Sharma in which he mentioned plot no. 35 and also mentioned the sides and dimensions of the plot. Similarly, Harbhajan Singh sold plot no. 33 measuring 200 sq. Yards vide sale deed dated 14.01.2005 to one Rajnish Nanda. The said Rajnish Nanda knowing that he had no concern with the plot no. 35, in connivance with Harbhajan Singh, Kulvir Singh (petitioner) and Gurpreet Singh @ Kala, gave Power of Attorney of plot no.

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35 to Kulvir Singh (petitioner) son of Amrik Singh on 09.04.2025. The said Kulvir Singh further sold the said plot vide sale deed dated 20.05.2025 for ₹49,00,000/- to Gurpreet Singh @ Kala. The said Gurpreet Singh paid ₹17,00,000/- in cash to Kulvir Singh out of which Kulvir Singh has paid ₹5,00,000/- to Harbhajan Singh which proves the connivance of Kulvir Singh and Harbhajan Singh with each other. The said Gurpreet Singh further sold the plot no. 35 vide sale deed dated 19.09.2025 for ₹72,00,000/- to Roshni Rawat and Umedh Singh Rawat. The said purchasers were raising construction on the plot. Hence, accused Harbhajan Singh, Rajnish Nanda, Kulvir Singh and Gurpreet Singh @ Kala in connivance with each other have committed the offences in question. Harbhajan Singh was aware that Davinder Singh Sharma was living in Hoshiarpur and he would rarely visit his plot. Hence, the accused had sold the plot of Davinder Kumar Sharma without his permission in order to obtain monetary benefit and have committed cheating.

3. The learned counsel for the petitioner contends that the petitioner has been falsely implicated in the present case. The true facts are that the petitioner had come into contact with co-accused/Gurpreet Singh @ Kala who is a property dealer who told the petitioner-Kulvir Singh about the plot in question owned by his friend Rajnish Nanda. He further told that Rajnish Nanda needed the money. He allured the petitioner by saying that the petitioner could earn good profit by making an investment in the plot in a very short span of time. Because of this reason, the petitioner purchased the

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plot in question on the basis of a duly registered General Power of Attorney dated 09.04.2025 executed by co-accused/Rajnish Nanda in his favour alongwith a full and final agreement for which the petitioner paid Rs.25,00,000/-. Thereafter, on the asking of Gurpreet Singh @ Kala, the petitioner sold the plot to him for a consideration of Rs.30,00,000/- by a properly executed sale deed. In fact, Gurpreet Singh @ Kala did not honour the cheques issued to the petitioner towards sale consideration because of which the petitioner was forced to approach the police by filing a complaint. It was only later that the payment was made by Gurpreet Singh @ Kala to the petitioner. This fact shows that the petitioner himself has been deceived and is a victim rather than a perpetrator or a conspirator. It was during the course of the enquiry conducted by the police on the complaint of the complainant-Davinder Kumar Sharma that it came to light that Rajnish Nanda, the seller of the plot was not the owner of the Plot No.35 but of Plot No.33. He contends that the petitioner has filed a civil suit against Rajnish Nanda, Gurpreet Singh @ Kala, Harbhajan Singh, Roshni Rawat, Davinder Kumar Sharma and Tripta wife of Davinder Kumar Sharma. He has also filed an application before the Tehsildar for cancellation of the sale deed dated 20.05.2025 executed in favour of Gurpreet Singh @ Kala. Another application has been filed to the Director General of Police, Punjab and etc. seeking action against Gurpreet Singh @ Kala, Rajnish Nanda and Harbhajan Singh for committing fraud, cheating and forgery. He further contends that taking the allegations to be correct, the dispute is one of a civil

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nature. As the petitioner is ready and willing to join the investigation, he be granted the concession of anticipatory bail.

4. The learned counsel for the State alongwith the counsel for the complainant-Davinder Kumar Sharma, on the other hand, contend that Gurpreet Singh @ Kala, Kulvir Singh (petitioner) and Rajnish Nanda were in conspiracy with each other. Once Rajnish Nanda was known to Gurpreet Singh @ Kala, there was no reason for Rajnish Nanda to not to execute a sale deed directly in favour of Gurpreet Singh @ Kala. Quite to the contrary, Rajnish Nanda, firstly, executed a General Power of Attorney in favour of the petitioner on 09.04.2025 and then the petitioner got executed a sale deed in favour of Gurpreet Singh @ Kala on 20.05.2025. Subsequently, Gurpreet Singh @ Kala sold the property to Roshni Rawat on 19.09.2025. All the accused were in connivance with each other and the haste with which the property has been purchased and thereafter, sold itself shows the criminal intent to cheat the complainant on the part of the accused including the petitioner. As the offences are *prima facie* established and certain vital aspects of the case are to be ascertained from the petitioner, his custodial interrogation is necessary and therefore, he is not entitled to the concession of anticipatory bail.

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

6. The Hon'ble Supreme Court in the case of '***Sumitha Pradeep Vs. Arun Kumar C.K. & Anr. 2022(4) RCR (Criminal) 977***', has held that merely because custodial interrogation was not required by itself could not



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be a ground to grant anticipatory bail. The first and the foremost thing the Court hearing the anticipatory bail application is to consider is the *prima facie* case against the accused. The relevant extract of the judgment is reproduced hereinbelow:-

“It may be true, as pointed out by learned counsel appearing for Respondent No.1, that charge-sheet has already been filed. It will be unfair to presume on our part that the Investigating Officer does not require Respondent No.1 for custodial interrogation for the purpose of further investigation.

Be that as it may, even assuming it a case where Respondent No.1 is not required for custodial interrogation, we are satisfied that the High Court ought not to have granted discretionary relief of anticipatory bail.

*We are dealing with a matter wherein the original complainant (appellant herein) has come before this Court praying that the anticipatory bail granted by the High Court to the accused should be cancelled. To put it in other words, the complainant says that the High Court wrongly exercised its discretion while granting anticipatory bail to the accused in a very serious crime like POCSO and, therefore, the order passed by the High Court granting anticipatory bail to the accused should be quashed and set aside. **In many anticipatory bail matters, we have noticed one common argument being canvassed that no custodial interrogation is required and, therefore, anticipatory bail may be granted. There appears to be a serious misconception of law that if no case for custodial interrogation is made out by the prosecution, then that alone would be a good ground to grant anticipatory bail. Custodial interrogation can be one of the relevant aspects to be considered along with other grounds while deciding an***

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application seeking anticipatory bail. There may be many cases in which the custodial interrogation of the accused may not be required, but that does not mean that the prima facie case against the accused should be ignored or overlooked and he should be granted anticipatory bail. The first and foremost thing that the court hearing an anticipatory bail application should consider is the prima facie case put up against the accused. Thereafter, the nature of the offence should be looked into along with the severity of the punishment. Custodial interrogation can be one of the grounds to decline custodial interrogation. However, even if custodial interrogation is not required or necessitated, by itself, cannot be a ground to grant anticipatory bail.”

7. The allegations against the petitioner are that Rajnish Nanda executed a General Power of Attorney dated 09.04.2025 in favour of the petitioner with respect to Plot No.35, though, Rajnish Nanda was the owner of Plot No.33. Thereafter, the petitioner executed a sale deed in favour of Gurpreet Singh @ Kala who has further sold the property in question to Roshni Rawat. The entire transaction between the execution of the General Power of Attorney in favour of the petitioner on 09.04.2025 and selling the plot in question by Gurpreet Singh @ Kala in favour of Roshni Rawat and etc. on 19.09.2025 has taken place within a period of approximately 04 months. Once Gurpreet Singh @ Kala knew Rajnish Nanda, there was absolutely no need for Rajnish Nanda to execute the General Power of Attorney in favour of the petitioner who then executed a sale deed in favour of Gurpreet Singh @ Kala. Nothing prevented Gurpreet Singh @ Kala to

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obtain maximum profit by execution of a direct sale deed in his favour. The manner in which the transaction has taken place within a short period of time shows the active connivance and conspiracy of Rajnish Nanda, Kulvir Singh and Gurpreet Singh @ Kala so as to defraud the complainant who is the original owner.

8. The filing of the civil suit against the co-accused, moving of an application for cancellation of the sale deed and filing a complaint to the Director General of Police, Punjab and etc. seeking registration of an FIR against the co-accused by the petitioner is nothing but an attempt by the petitioner to safeguard himself in view of the fact that the present FIR stands registered against him as well.

9. In the case of co-accused (CRM-M-21866-2026 titled as 'Gurpreet Singh versus State of Punjab'), a status report by way of an affidavit of Ghazalpreet Kaur IPS, Assistant Superintendent of Police, Sub Division Zirakpur, District SAS Nagar dated 16.06.2026 has been filed. The relevant extract of the same reads as under:-

4. *That during preliminary enquiry, it came to light that Harbhajan Singh acting as Managing Director of Shivalik Vihar Sites Pvt. Ltd., Builders & Promoters, Patiala Road, NAC, Zirakpur (Punjab) had developed a residential colony under the name of the said company. In the year 2003, by falsely representing the said colony as a government-approved colony, he sold to the complainant Davinder Kumar Sharma, a share measuring 51/1140 out of Khasra No. 67/20 (8 kanal-0 marla), equivalent to a plot measuring 5 marlas 6 sarsahi (i.e., 171 square yards) for a total sale consideration of ₹2,05,500/-*

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(Rupees Two Lakh Five Thousand Five Hundred only) vide registered sale deed (Vasika) No. 5176 dated 03.12.2003, executed in favour of Davinder Kumar Sharma and his wife Tripta Sharma at the office of the Sub-Registrar, Derabassi. Notably, the said sale deed did not specify any particular plot number or exact dimensions. Thereafter, Harbhajan Singh through the aforesaid company issued a possession letter dated 03.12.2003 in respect of the said transaction, wherein Plot No. 35, measuring 30 feet $\times$ 60 feet (i.e., 200 square yards) was specified along with its boundaries, namely: North-Plot No. 34; South Plot No. 36; East-Plot No. 26; and West-a 24-feet-wide road. Thus, possession of an area measuring 200 square yards was purportedly delivered in place of 171 square yards, and an additional amount for the excess 29 square yards was also received by Harbhajan Singh. During enquiry, it further came to light that in a similar manner, Plot No. 33 measuring 200 square yards, out of Khasra Nos. 67//1/1 (4-14) and 67//1/2 (3-6) was sold by Harbhajan Singh vide sale deed No. 9798 dated 14.01.2005 for a sum of ₹10,00,000/- in favour of Rajnish Nanda at the office of the Sub-Registrar, Derabassi, without specifying adjoining plots or access roads. It has further been revealed that Rajnish Nanda, despite having full knowledge that he had no lawful right, title or authority to deal with Plot No. 35 situated at Shivalik Vihar, Bhabaat, MC Zirakpur and that the same did not belong to him, in connivance with his associates namely Harbhajan Singh, Kulvir Singh and Gurpreet Singh (Petitioner), and in furtherance of their common intention, executed a Power of Attorney dated 09.04.2026 (Document No. 2025-26/13/4/44) at Zirakpur in favour of Kulvir Singh with respect to the said Plot No. 35, specifying its boundaries. Pursuant to the said Power of Attorney, Kulvir

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Singh paid a sum of ₹25,00,000/- in cash to Rajnish Nanda in the presence of Gurpreet Singh @ Kala (Petitioner), which stands corroborated by his statement. Thereafter, on the basis of the said Power of Attorney, Kulvir Singh executed a sale deed dated 20.05.2025 (Document No. 2025-26/13/1/1991) at the office of the Joint Sub-Registrar, Zirakpur, for a sale consideration of ₹49,00,000/-, in favour of Gurpreet Singh @ Kala (Petitioner). As per the statement of Gurpreet Singh (Petitioner), an amount of ₹17,00,000/- had already been paid in cash to Kulvir Singh prior to execution of the sale deed, out of which ₹5,00,000/- was paid by Kulvir Singh to Harbhajan Singh, while ₹12,00,000/- was retained by him, clearly indicating their collusion and shared intent. Subsequently, Gurpreet Singh @ Kala (Petitioner) further sold the said Plot No. 35, situated at Shivalik Vihar, Bhabaat, MC Zirakpur, out of Khasra Nos. 67//1/1 (4-14) and 67//1/2 (3-6), vide sale deed dated 19.09.2026 (Document No. 2025-26/13/1/7801), at the office of the Joint Sub-Registrar, Zirakpur in favour of Roshni Rawat and Umed Singh Rawat. It is reported that construction of a residential house is presently underway on the said plot by Smt. Roshni Rawat. During enquiry, it has been found that Harbhajan Singh, Rajnish Nanda, Kulvir Singh and Gurpreet Singh @ Kala (Petitioner) were well acquainted with each other and acted in concert, as evidenced by their respective statements, each attempting to shift liability onto the others. It has further been established that Harbhajan Singh had initially sold a plot measuring 171 square yards to the complainant Davinder Kumar Sharma by falsely representing the colony as government-approved, whereas, in reality, the said colony is unauthorized and lacks any official approval. Being an unauthorized colony, even the land earmarked for roads

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remained recorded in the name of the colonizer, and proper demarcation and lawful plotting were not carried out. It has also been revealed that Harbhajan Singh was fully aware that the complainant resided at Hoshiarpur and seldom visited the said property. Taking undue advantage of this fact, he, in connivance with Rajnish Nanda, Kulvir Singh and Gurpreet Singh @ Kala (Petitioner) in a premeditated and fraudulent manner, tampered with sale deed No. 9798 dated 14.01.2005 by substituting Plot No. 33 with Plot No. 35, and thereafter unlawfully alienated the plot belonging to the complainant without his knowledge or consent, thereby deriving wrongful gain and causing wrongful loss to the complainant as well as to the subsequent purchaser Roshni Rawat.

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9. That the role attributed to the petitioner in the present case/FIR No.143 (supra) is that he knowingly conspired with Harbhajan Singh, Rajnish Nanda, and Kulvir Singh to defraud the original owner Davinder Kumar Sharma of his Plot No. 35. Despite being fully aware that Rajnish Nanda owned only Plot No. 33 and had no lawful right over Plot No. 35, the petitioner purchased the disputed plot vide Power of Attorney within one month of the execution of the GPA and thereafter resold it to innocent third parties within just four months. In furtherance of the conspiracy, the petitioner paid ₹17,00,000/- in cash to Kulvir Singh (out of which ₹5,00,000/- was passed on to Harbhajan Singh) and was present when Kulvir Singh paid ₹25,00,000/- in cash to Rajnish Nanda.

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11. That vide the present petition, the petitioner has prayed for grant of concession of anticipatory bail in the present case/FIR



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No. 143 (supra) on flimsy grounds besides raising disputed questions of facts, which need not be entertained by this Hon'ble Court at this stage. It is submitted that the petitioner has been specifically named in the present case/FIR No. 143 (supra) and serious/specific allegations have been levelled against the petitioner that he conspired to defraud the original owner of Plot No. 35, purchased it through GPA within one month despite knowing Rajnish Nanda had no right over it (owning only Plot No. 33), resold it within four months, paid ₹17,00,000/- in cash to Kulvir Singh, was present when ₹25,00,000/- was paid to Rajnish Nanda. The allegations levelled against the petitioner and his co-accused are serious in nature, which are presently under investigation and the petitioner is absconding since the date of registration of the present case/FIR No. 143 (supra). Thus, the custodial interrogation of the petitioner is required at this stage in order to ascertain his actual role and to take the investigation of the present case/FIR No. 143 (supra) to its logical conclusion. In case, the petitioner is released on bail then, there is every likelihood that he would evade the process of law, escape from the clutches of law, not co-operate with the investigation, tamper with the prosecution evidence and influence/threaten the prosecution witnesses.

10. As the offence stands *prima facie* established and the investigation is to be taken to its logical conclusion, the custodial interrogation of the petitioner is certainly required.

11. In view of the above, I find no merit in the present petition and the same stands dismissed.

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12. However, it is made clear that the observations made in this order are only for the purpose of deciding this bail application and the Trial Court is free to adjudicate upon the matter on the basis of the evidence led before it uninfluenced by any such observations made.

13. The pending application(s), if any, shall stand disposed of accordingly.

May 18, 2026
sukhpreet

(JASJIT SINGH BEDI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No