



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

Sr. No.283

CRM-M-20779-2026
Date of Decision: 29.04.2026

KAMALJIT KAUR AND ANOTHER**...Petitioners****Versus****STATE OF PUNJAB****....Respondent****CORAM: HON'BLE MS. JUSTICE MANDEEP PANNU**

Present:- Mr. APS Deol, Sr. Advocate, assisted by
Ms. Dilpreet Kaur, Advocate
for the petitioners.

Mr. Ritu Raj Singh, DAG, Punjab.

Mr. Dinesh Arora, Mr. Ashish Khatkar and
Mr. Snehdep Kaswan, Advocates
for the complainant.

MANDEEP PANNU, J. (Oral)

1. This is the first petition under Section 482 of the Bharatiya
Nagarik Suraksha Sanhita, 2023 (Section 438 Cr.P.C.) for grant of
anticipatory bail to the petitioners in FIR No. 0163 dated 02.04.2026
(Annexure P-1), registered under Sections 318(4) and 61(2) of the Bharatiya
Nyaya Sanhita, 2023, at Police Station Zirakpur.

2. Brief facts of the case are that the present FIR was registered on
the complaint of Sanjeev Kumar, who alleged that the petitioners
approached him and represented that accused Kamaljeet Kaur was owner in
possession of land measuring 2 bighas situated at Village Ghazipur, Sub-
District Zirakpur and expressed their intention to sell the same. Pursuant
thereto, an agreement to sell dated 14.06.2024 was executed between the



parties and the complainant allegedly paid a total amount of Rs.70,00,000/- to the petitioners as earnest money/part payment. It is alleged that despite receiving the said amount, the petitioners failed to execute the sale deed on the stipulated date i.e. 08.02.2025 on the pretext of getting demarcation of the land conducted and thereafter kept postponing the matter. The complainant further alleged that the petitioners later threatened to sell the land to some other person at a higher price and misappropriate his money, which led to registration of the present FIR.

3. Learned counsel for the petitioners has contended that the petitioners have been falsely implicated in the present case and that the dispute between the parties is purely of a civil nature arising out of an agreement to sell dated 14.06.2024. It has been argued that the complainant himself breached the terms of the agreement by failing to pay the additional amount of Rs.40,00,000/- on or before 31.12.2024 and also failed to get the sale deed executed on the stipulated date i.e. 08.02.2025. It is further submitted that petitioner No.1 had already served a legal notice dated 15.11.2025, informing the complainant that the agreement stood cancelled and the earnest money stood forfeited. Learned counsel has further argued that no criminal offence is made out, nothing is to be recovered from the petitioners and the present FIR has been got registered only to pressurize the petitioners in what is essentially a civil dispute.

4. On the other hand, learned State counsel, with the assistance of learned counsel for the complainant, has opposed the present petition and argued that serious allegations have been levelled against the petitioners. It has been submitted that the specific role attributed to the petitioners is that



they deceitfully cheated and duped the complainant to the tune of Rs.1,05,00,000/- under the false pretext of selling land situated at Village Ghazipur, Sub-District Zirakpur. It has been argued that petitioner No.1, namely Kamaljeet Kaur, being owner in possession of the land, along with petitioner No.2 approached the complainant, negotiated the sale transaction and received substantial amounts towards earnest money and part payment. However, despite receiving the said amount, they neither executed the sale deed in favour of the complainant nor returned the amount and instead kept delaying the matter on one pretext or the other. It has further been submitted that the petitioners are now threatening to sell the land to some other person at a higher price. Learned State counsel has further argued that the petitioners have been specifically named in the FIR, the allegations are serious in nature, the matter is still under investigation and custodial interrogation of the petitioners is required to ascertain their exact role. Therefore, prayer has been made for dismissal of the present petition.

5. I have heard learned counsel for the parties and have gone through the record carefully. The allegations levelled against the petitioners are serious in nature as they are accused of duping the complainant to the tune of Rs.1,05,00,000/- under the false pretext of selling the land in question. It is not disputed that petitioner No.1, namely Kamaljeet Kaur, is the owner of the land and that an agreement to sell was executed between the parties. It is also not disputed that substantial amounts were received by the petitioners from the complainant towards earnest money/part payment. The primary defence raised by the petitioners is that the agreement was terminated on account of alleged non-fulfilment of contractual obligations



by the complainant. However, it is not denied that neither party appeared before the office of the Sub-Registrar on the stipulated date for execution of the sale deed. Moreover, the complainant has also placed on record receipts reflecting payment of Rs.50,00,000/- in cash and Rs.20,00,000/- through RTGS to the petitioners. Despite receipt of such substantial amount, the petitioners allegedly failed to execute the sale deed and subsequently sought to justify the same by alleging breach of contract on the part of the complainant. At this stage, the matter is still under investigation and the allegations require thorough investigation.

6. Considering the seriousness of allegations and the overall facts and circumstances of the case, this Court does not find it to be a fit case for grant of anticipatory bail to the petitioners. Accordingly, the present petition is dismissed.

7. However, it is clarified that nothing observed herein shall be construed as an expression on the merits of the case.

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

29.04.2026
Anu

(MANDEEP PANNU)
JUDGE

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