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2026:PHHC:066315



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

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Kavi Raj**....Petitioner****versus****State of Haryana****...Respondent****Date of decision: April 29, 2026****Date of Uploading: April 30, 2026****CORAM: HON'BLE MR. JUSTICE SUMEET GOEL****Present:-** Ms. Neha Rani, Advocate for the petitioner.

Mr. Gurmeet Singh, AAG Haryana.

SUMEET GOEL, J. (ORAL)

1. Present petition has been filed under Section 483 of the BNSS, 2023 seeking grant of regular bail to the petitioner, in case bearing FIR No.243 dated 04.11.2025, registered for the offences punishable under Sections 316(2), 318(4), 336(3), 337, 340, 61 of the BNS 2023 at Police Station Sadar, Panipat, District Panipat.
2. The case set up in the FIR in question (as set out in the present petition by the petitioner) is as follows:-

“ We, Vijay Kumar son of Shri Santram Saini, resident of House No. 570, Sector 12, HUDA, Panipat, and Sanjay Kataria son of Shri Jaibhagwan Kataria, resident of House No. 633, Sector 17, near Old Women Police Station, HUDA, Panipat, are residents of the above-said addresses and are good friends. That Gagandeep Sharma son of Manmohan Sharma, resident of Mohalla Jatan, Mani Majra, Chandigarh, mobile No. 9888121165; Sunil Kumar son of Krishan, resident of Village Baljatan, Panipat, mobile No. 97282-81516;

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Pankaj alias Bhagta, resident of Karnal, mobile No. 94679-46302; and Dharampal Singh son of Bala Ram, resident of House No. 1396, Sector 39B, Chandigarh, mobile No. 97802-50029, called me and my friend Sanjay Kataria on phone and called us to Baroli Adda, G.T. Road, Panipat. They told us that they have land measuring 24 kanal 18 marla situated near Madhuban in revenue estate of Village Kutel, which is for sale, very economical, and is adjoining G.T. Road. They further told that the actual owner of the said land is Rajesh Kumar Kesari, who has got the GPA of the said land executed in the name of our friend Virender Singh son of Shri Ramphal, resident of House No. 406, First Floor, Bhagat Shiva Enclave, Zirakpur, SAS Nagar, Mohali, Punjab. They further stated that if we so desire, they can show us the said property. If you like the property, then we will sit together and finalize the rate. Thereafter, both of us, along with Gagandeep, Sunil, Pankaj alias Bhagta and Dharampal, went in our car to Madhuban, where they showed us the land measuring 24 kanal 18 marla situated in Village Kutel adjoining G.T. Road, which we liked. We sought one or two days' time from them for mutual discussion and returned to Panipat. After a few days, we again received a phone call from them regarding the said property. We told them that we liked their property and asked them to come to Panipat along with the owner so that we could sit together, discuss and finalize the deal. Thereafter, on dated 12.03.2025, they called us to Village Baroli, District Panipat, on G.T. Road, where, along with the said four persons, there was another person who informed us that Shri Virender Singh son of Shri Ramphal, resident of House No. 406, Second Floor, Bhagat Shiva Enclave, Zirakpur, SAS Nagar, Mohali, Punjab, in whose favour Rajesh Kumar Kesari son of Shri Vishesh Kumar, resident of 6/16 Sarvapriya Vihar, New Delhi, who has presently gone abroad for his business, has executed the GPA of the said property. They further told that Virender Singh has full rights to enter into a deal regarding the said land measuring 24 kanal 18 marla. They produced before us the details of Khewat No. 368, Khatauni No. 432, Khasra Nos. 48//16 (8-0), 17 min East (4-10), 24/1 min East (3-1), 25/1 (5-2), 49//20/2, total land measuring 24 kanal 18 marla situated in Village Kutel, Tehsil and District Karnal, wherein the actual owner of the land is Rajesh Kumar Kesari son of Vishesh Kumar, resident of 6/16 Sarvapriya Vihar, New Delhi, who had executed the GPA in favour of the above said Virender Singh on dated 24.05.2024, copy of which was shown and supplied to us and is attached. Thereafter, on our asking, Virender got us to talk on phone number 447466283766, wherein the person on the other side introduced himself as Rajesh Kumar Kesari and, while claiming himself to be the actual owner of the said land measuring 24 kanal 18 marla situated in Village Kutel (Karnal), stated on phone that he has executed the GPA of the said land in favour of Virender Singh, who is making us talk, and asked us to finalize the deal with him and to pay half of the earnest money in his bank account and the remaining half to Virender. Thereafter, we negotiated and finalized the deal of the said land with them. That the total sale consideration of the aforesaid land measuring 24 kanal 18 marla was settled at Rs. 12,11,00,000/- (Rupees Twelve Crore Eleven Lakhs), and as per the agreed terms, it

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was settled that 70% share of the said land would be purchased by Sanjay Kataria and 30% share by me. As per the settled terms, we paid Rs. 65,00,000/- (Rupees Sixty-Five Lakhs) in cash, and my friend Sanjay Kataria issued a cheque of Rs. 40,00,000/- (Rupees Forty Lakhs) in the name of Rajesh Kumar Kesari and another cheque of Rs. 40,00,000/- (Rupees Forty Lakhs) in the name of Virender Singh. Similarly, I issued a cheque of Rs. 17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand) in the name of Rajesh Kumar Kesari and another cheque of Rs. 17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand) in the name of Virender Singh at the spot. Thereafter, all of us proceeded in our respective cars to Tehsil Panipat, where Virender Singh executed in our favour an agreement to sell/earnest money receipt and receipt of further amount regarding land bearing Khewat No. 368, Khatauni No. 432, Khasra Nos. 48//16 (8-0), 17 min East (4-10), 24/1 min East (3-1), 25/1 (5-2), 49//20/2, total land measuring 24 kanal 18 marla situated in Village Kutel, Tehsil and District Karnal, wherein the date of registration of the said land was fixed as 15.09.2025. On the said document, signatures and photographs of me and Sanjay Kataria are affixed as purchasers, and signatures and photograph of Virender Singh are affixed as seller, and signatures and photographs of Gagan, Dharampal and Sunil are affixed as witnesses, a copy of which is annexed herewith. Along with this, Virender Singh also gave us a separate affidavit, copy of which is annexed herewith.

On dated 15.09.2025, as per the stipulated time, we reached Tehsil Gharaunda (Karnal) for execution of the sale deed of the said land. There, we repeatedly called Sunil, Gagan, Pankaj alias Bhagta and Dharampal, who kept telling us that they were on the way. However, even after waiting for a considerable time, when Virender Singh along with his associates Sunil, Gagandeep, Pankaj alias Bhagta and Dharampal did not reach Tehsil Gharaunda (Karnal), then I and my friend Sanjay Kataria appeared before the Tehsildar, Gharaunda (Karnal), apprised him of the facts, marked our presence, and got an affidavit prepared, which was attested by the Tehsildar, Gharaunda (Karnal), copy of which is annexed herewith. Thereafter, when we independently verified the said land measuring 24 kanal 18 marla, we came to know that Rajesh Kumar Kesari had already got the GPA of the said land cancelled from Virender Singh on dated 19.07.2025, whereas our agreement with Virender Singh and Rajesh Kumar Kesari had been executed on dated 12.03.2025. As per the said agreement, we had already paid a total amount of Rs. 1,15,00,000/- (Rupees One Crore Fifteen Lakhs) in the bank accounts of Rajesh Kumar Kesari and Virender Singh, and Rs. 65,00,000/- (Rupees Sixty-Five Lakhs) in cash. This clearly shows that Sunil, Dharampal, Gagandeep, Pankaj alias Bhagta, Virender Singh and Rajesh Kumar Kesari, in connivance with each other, by entering into a criminal conspiracy, have cheated us by finalizing the deal of the said land measuring 24 kanal 18 marla through GPA and have defrauded us of Rs. 1,80,00,000/- (Rupees One Crore Eighty Lakhs), and after taking the money, as per their conspiracy, they got the GPA cancelled. We, therefore, request that strict legal action be taken by registering a case against the above-named Sunil, Dharampal, Gagandeep, Pankaj

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alias Bhagta, Virender Singh and Rajesh Kumar Kesari for committing fraud of Rs. 1,80,00,000/- (Rupees One Crore Eighty Lakhs) with us through GPA by entering into a criminal conspiracy. Sd/- Sanjay Sanjay Kataria son of Shri Jaibhagwan Resident of House No. 633, Sector 17, HUDA, Panipat Mobile No. 94161-01515 Dated: 03.11.2025 Sd/- Vijay Kumar Vijay Kumar son of Shri Santram Saini Resident of House No. 570, Sector 12, HUDA, Panipat Mobile No. 94160-06690.”

3. Learned senior counsel for the petitioner has argued that the petitioner was arrested on 07.01.2026. Learned senior counsel for the petitioner has submitted that FIR in question emanates from the property dispute. Learned senior counsel for the petitioner has further submitted that after culmination of investigation, challan has been presented wherein 21 prosecution witnesses have been cited and charges are yet to be framed. Learned senior counsel further submits that petitioner is a man aged 45 years and is a sole bread earner of his family. Thus, regular bail is prayed for.

4. Learned State counsel has opposed the present petition by arguing that the allegations raised are serious in nature and thus, the petitioner does not deserve the concession of the regular bail. Learned State counsel seeks to place on record custody certificate dated 28.04.2026, in the Court today, which is taken on record.

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

5. Before delving into the matter further, it would be germane to refer herein the case law governing the issue in hand:

5.1 Gudikanti Narasimhulu and others vs. Public Prosecutor, High Court of Andhra Pradesh AIR 1978 SUPREME COURT 429, relevant whereof reads as under:

“10. The significance and sweep of Article 21 make the deprivation of liberty a matter of grave concern and permissible only when the law authorising it is reasonable, even-handed and geared to the goals of community good and State necessity spelt out in Article 19. Indeed, the

considerations I have set out as criteria are germane to the constitutional proposition I have deduced. Reasonableness postulates intelligent care and predicates that deprivation of freedom- by refusal of bail is not for punitive purpose but for the bi-focal interests of justice-to the individual involved and society affected.

11. *We must weigh the contrary factors to answer the test of reasonableness, subject to the need for securing the presence, of the bail applicant. It makes sense to assume that a man on bail has a better chance to prepare or present his case than one remanded in custody. And if public justice is to be promoted, mechanical detention should be close to ours, the function of bail is limited, 'community roots' of the, applicant are stressed and, after the Vera Foundation's Manhattan Bail Project, monetary suretyship is losing ground. The considerable public expense in keeping in custody where no danger of disappearance or disturbance can arise, is not a negligible consideration. Equally important is the deplorable condition, verging on. the inhuman, of our sub-jails, that the unrewarding cruelty and expensive custody of avoidable incarceration makes refusal of bail unreasonable and a Policy favouring release justly sensible.*

12. *A few other weighty factors deserve reference. All deprivation of liberty is validated by social defence and individual correction along an anti-criminal direction. Public justice is central to the whole scheme of bail law. Fleeing justice must be forbidden but punitive harshness should be minimised. Restorative devices to redeem the man, even, through community service, meditative drill, study classes or other resources should be innovated, and playing foul with public peace by tampering with evidence, intimidating witnesses or committing offence while on judicially sanctioned 'free enterprise,' should be provided against. No seeker of justice shall play confidence tricks on the court or community. Thus, conditions may be hung around bail orders, not to cripple but to protect. Such is the holistic jurisdiction and humanistic orientation invoked by the judicial discretion correlated to the values of our constitution."*

5.2. Further, the Hon'ble Supreme Court in a judgment titled as **Gurcharan Singh vs. State (UT of Delhi) 1978 (1) SCC 118**, has held as under:

*"Where the granting of bail lies within the discretion of the **court**, the granting or denial is regulated, to a large extent, by the facts and circumstances of each particular case. Since the object of the detention or imprisonment of the accused is to secure his appearance and submission to the jurisdiction and the judgment of the **court**, the primary inquiry is whether a recognizance or bond would effect that end."*

5.3 Furthermore, the Hon'ble Supreme Court in a judgment titled as **Sanjay Chandra vs. CBI (2012) 1 SCC 40**, has held as under:

"21. In bail applications, generally, it has been laid down from the earliest times that the object of bail is to secure the appearance of the accused person at his trial by reasonable amount of bail. The object of bail is neither punitive nor preventative. Deprivation of liberty must be considered a punishment, unless it can be required to ensure that an

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accused person will stand his trial when called upon. The courts owe more than verbal respect to the principle that punishment begins after conviction, and that every man is deemed to be innocent until duly tried and duly found guilty.

22. From the earliest times, it was appreciated that detention in custody pending completion of trial could be a cause of great hardship. From time to time, necessity demands that some un-convicted persons should be held in custody pending trial to secure their attendance at the trial but in such cases, "necessity" is the operative test. In this country, it would be quite contrary to the concept of personal liberty enshrined in the Constitution that any person should be punished in respect of any matter, upon which, he has not been convicted or that in any circumstances, he should be deprived of his liberty upon only the belief that he will tamper with the witnesses if left at liberty, save in the most extraordinary circumstances."

6. The petitioner was arrested on 07.01.2026, whereinafter, investigation was carried out and challan stands presented on 18.03.2026. Total 21 prosecution witnesses have been cited, and it is not in dispute that charges are yet to be framed. It is, thus, indubitable that conclusion of the trial will take long. The rival contention raised at Bar give rise to debatable issues, which shall essentially be ratiocinated upon during the course of trial. This Court does not deem it appropriate to delve deep into these rival contentions, at this stage, *lest* it may prejudice the trial. Nothing tangible has been brought forward to indicate the likelihood of the petitioner absconding from the process of justice or interfering with the prosecution evidence.

6.1. As per custody certificate dated 28.04.2026 filed by learned State counsel, the petitioner has already suffered incarceration for a period of 03 months and 19 days.

6.2. Further, as per the said custody certificate, the petitioner is stated to be involved in other FIR(s). However, this factum cannot be a ground sufficient by itself, to decline the concession of regular bail to the petitioner in the FIR in question when a case is made out for grant of regular bail *qua* the FIR in question by ratiocinating upon the facts/circumstances of the said FIR. Reliance in this regard can be placed upon the judgment of the Hon'ble Supreme Court in ***Maulana***

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Mohd. Amir Rashadi v. State of U.P. and another, 2012 (1) RCR (Criminal) 586; a Division Bench judgment of the Hon'ble Calcutta High Court in case of *Sridhar Das v. State, 1998 (2) RCR (Criminal) 477* & judgments of this Court in CRM-M No.38822-2022 titled as *Akhilesh Singh v. State of Haryana*, decided on 29.11.2021, and *Balraj v. State of Haryana, 1998 (3) RCR (Criminal) 191*.

Suffice to say, further detention of the petitioner as an undertrial is not warranted in the facts and circumstances of the case.

7. In view of above, the present petition is allowed. Petitioner is ordered to be released on regular bail, if not required in any other case, on his furnishing bail/surety bonds to the satisfaction of the Ld. concerned CJM/Duty Magistrate. However, in addition to conditions that may be imposed by the concerned CJM/Duty Magistrate, the petitioner shall remain bound by the following conditions:

- (i) The petitioner shall not mis-use the liberty granted.
- (ii) The petitioner shall not tamper with any evidence, oral or documentary, during the trial.
- (iii) The petitioner shall not absent himself on any date before the trial.
- (iv) The petitioner shall not commit any offence while on bail.
- (v) The petitioner shall deposit his passport, if any, with the trial Court.
- (vi) The petitioner shall give his cellphone number to the Investigating Officer/SHO of concerned Police Station and shall not change his 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 petitioner.

9. Ordered accordingly.

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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.

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

(SUMEET GOEL)
JUDGE