



CRM-M-22851-2026

1

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

115

CRM-M-22851-2026

Mamta

...Petitioner

V/s

State of Haryana

...Respondent

Date of decision: 27.04.2026**Date of Uploading : 27.04.2026****CORAM: HON'BLE MR. JUSTICE SUMEET GOEL**

Present: Mr. Diwan S. Adlakha, Advocate for the petitioner.

Ms. Mahima Yashpal Singla, Senior DAG Haryana.

SUMEET GOEL, J. (Oral)

1. The present petition has been filed under Section 482 of the BNSS, 2023 seeking grant of anticipatory bail to the petitioner in FIR No.76 dated 06.03.2026, registered under Sections 316(2), 318(4) & 61(2) of the BNS (corresponding to Sections 406, 420 & 120-B IPC) at Police Station Naraingarh, District Ambala.

2. The allegations, as spelled out in the petition, are that the petitioner, along with co-accused, entered into an agreement to sell dated 05.07.2024 with the complainant for sale of a residential house measuring 5 marlas for a total consideration of Rs.45,00,000/-. It has been alleged that an amount of Rs.4,30,000/- was paid as earnest money. However, the petitioner, thereafter, neither executed the sale deed on the stipulated date i.e. 31.12.2025 nor returned the said amount despite repeated demands, thereby cheated the complainant. On these set of allegations, the FIR in

question has been registered.



3. Learned counsel for the petitioner has iterated that the petitioner is a lady with clean antecedents and has been falsely implicated into the FIR in question. *Assuming arguendo*, the dispute, even if taken at its face value, arises out of an agreement to sell and is purely civil in nature. It has been further submitted that there was no dishonest intention at the inception of the transaction which is a *sine qua non* for constituting an offence of cheating. According to learned counsel, the FIR has been lodged after an unexplained delay and is an afterthought in order to exert pressure upon the petitioner. It has been further contended that a civil suit is already pending regarding the property in question which has prevented the execution of the sale deed. It has been further asserted that there is no need for custodial interrogation of the petitioner as nothing incriminating remains to be recovered from her. Furthermore, the petitioner is ready and willing to join investigation as and when require, shall not tamper with evidence or influence any witness and shall abide by all the conditions imposed in case she is enlarged on pre-arrest bail. On strength of these submissions, the grant of anticipatory bail is entreated for.

4. *Per contra*, learned State counsel (on the strength of advance notice) has opposed the grant of anticipatory bail to the petitioner by arguing that the petitioner has received substantial amount as earnest money and has failed to either execute the sale-deed or return the money which reflects her dishonest intention. It has been further contended that the custodial interrogation of the petitioner is necessary for the recovery of the amount in question. Learned State counsel has emphasized that in case the



petitioner is granted the concession of pre-arrest bail, at this stage, it may impede the ongoing investigation and obstruct the recovery. Accordingly, a prayer has been made for the dismissal of the instant petition.

5. I have heard the learned counsel for the rival parties and have gone through the available record of the case.

6. A perusal of the FIR and the material placed on record would show that the dispute arises out of an agreement to sell between the parties. The prime allegation against the petitioner is that she has neither executed the sale-deed in question nor returned the earnest money. At this stage, it is not evident that there was any fraudulent or dishonest intention on the part of the petitioner at the very inception of the transaction so as to *prima facie* attract the ingredients of the offence of cheating. Furthermore, the element of 'entrustment' which is essential to constitute an offence of criminal breach of trust is also not clearly established considering the nature of allegations raised against the petitioner. It is well settled that a mere breach of contract does not give rise to criminal prosecution unless it is shown that the intention to cheat exist from the beginning. The facts of the present case, *prima facie*, indicate that the dispute between the parties is civil in nature which has been sought to be given a criminal colour.

7. It is also apt to mention herein that the petitioner is a lady and there is no material on record to suggest that the petitioner is involved in any other criminal case. The investigation in the present case is largely documentary in nature and the relevant documents are already in possession



CRM-M-22851-2026

4

of the investigating agency. Furthermore, there is nothing on record to indicate that the petitioner is likely to abscond or tamper with the evidence.

8. Considering the totality of the factual *milieu* of the case in hand; the nature of allegations and the dispute may *prima facie* appear to have civil overtones as also the fact that the petitioner is a lady with clean antecedents, the petition in hand is allowed. In the event of arrest of the petitioner in FIR *ibid*, she shall be released on anticipatory bail subject to her furnishing personal bonds and surety bonds to the satisfaction of the Arresting Officer/Investigating Officer. The petitioner shall join the investigation as and when called upon to do so and shall abide by the conditions as envisaged under Section 482(2) of the BNSS, including that she shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case and shall not leave the country without prior permission of the Court. It is clarified that any observation made hereinabove is only for the purpose of deciding the present petition and shall not be construed as an expression on the merits of the case.

9. This order should not be treated as “blanket” order. It will not be read granting petitioner indefinite protection from arrest. It shall be confined to the FIR mentioned *ibid* and will not operate in respect of any other incident that involves commission of an offence.

10. Liberty is reserved in favour of State/complainant to move for cancellation/recall of this order in case the petitioner violates any condition



stipulated under Section 482(2) of BNSS, 2023 or upon showing any other sufficient cause.

11. Needless to say that anything observed herein above shall not be construed to be an opinion on the merits of the case.

(SUMEET GOEL)
JUDGE

April 27, 2026
Ajay

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