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IN THE HIGH COURT OF PUNJAB AND HARYANA

AT CHANDIGARH

CRM-M-32968-2025

Satyanarayan R Bansal

.....Petitioner

Versus

State of Haryana and others

.....Respondent

1.	Date when Order was reserved	16.04.2026
2.	Pronouncement of Order	22.04.2026
3.	Date of uploading Order	22.04.2026
4.	Whether operative part or full Order is pronounced	Full
5.	Delay, if any, in pronouncing of full order, and reasons thereof	Not Applicable

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

Present: Mr. Rupinder Singh Khosla, Sr. Advocate with
Mr. Mankreet Sangar, Advocate
Ms. Abadhya Singh, Advocate
Mr. Rohan Moudgill, Advocate for the petitioner.

Mr. Parveen Kumar, Addl. A.G., Haryana.

Mr. Atul Lakhanpal, Sr. Advocate with
Mr. Arvinder Singh Grover, Advocate and
Ms. Raahat Kataria, Advocate for respondent No.4.

Mr. Akshay Jindal, Sr. Advocate with
Mr. Tushar Kush, Advocate for respondent No.5.

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SANJAY VASHISTH, J.

1. Present petition has been filed under Section 482 of BNSS, seeking anticipatory bail in case FIR No.0179 dated 15.05.2025, under Sections 120-B, 420 IPC, registered at Police Station Bhondsi.
2. Complainant-Anil Kumar Jain (respondent No. 4 herein), addressed a complaint to the Office of the Chief Minister, Haryana, on the basis of which, FIR was registered against the petitioner. The said complaint, as forwarded, reads as under:



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“ Respected Sir, 1. That I am Anil Kumar Jain S/o Sh. Nand Lal Jain R/o DC101 Essel Tower, MG Road, Gurugram, Haryana. 2. That I have entered into an agreement with Satnarayan Bansal on 06.01.2009 for 104 Kanals 4 marla for a consideration of Rs. 3,20,00,000/-. The copy of agreement to sell is attached for your kind perusal. (ANX-1) 3. That the land is situated at Mahendwada, Tehsil Sohna District Gurugram whose Khewat No. 162/176, M. No. 5, Killa no. 8 (2-0), 12(8-0), 13 (8-0), 14/1/1 (1-8). Kita 4. Rakba 19 Kanal 8 Marla Salam and Khewat of Araji/Account No. 163/177 M. No. 5 Killa No. 14/1/2(0-12). Kitta 1. Rakba 0 Kanal 12 Marla Arazi Salam and Khewat/Account No. 164/177 M. No. 5 Killa No. 9 (3-0), 10/1 (2-16), 11/2 (1-0), 11/3(1-2), Kita 4 Rakba 7 Kanal 18 Marla Salam and Khevat of Arazi / Account No. 165/179, M. No. 5. Killa No. 22/2 (2-2). Kita 1, Rakba 2 Kanal 2 Marla Salam of Arazi Khewat / Account No. 166/180 M.No. 5 Killa No. 19/2 (6-2). Kita 1, Rakba, 6 Kanal 2 Marla, Salem of Arazi and Khewat/Account No. 168/181 M. No. 5, Killa No. 19/2 (0-11), 22/1(3-12), Kitta 2, Rakba 4 Kanal 3 Marla Salam of Arazi Khewat /Account No. 169/183, M. No. 10, Killa No. 8/2 (3-16). 9/1(6-18). 10 (8-0). Kitta 3, Rakba 18 Kanal 14 Marla Salam of Arazi Khewat / Account No. 171/185, M. No. 10 Killa No. 12 (8-0). Kitta 1 Rakba 8 Kanal 0 Marla 100/160 part of Bakdar Rakba 5 Kannal 0 Marla i.e. I am the Owner of total Rakba of all Khewat is 63 Kannal 19 Marla Arazi. Khewat / Account No. 167/181, M. No. 5, Killa No. 10/2(0-12), 11/1 (4-2), M. No. 6 Killa No. 6 (5-9), 7(6-2), 14(8-0), 15(8-0), I am the owner of Kitta 6, Rakba 32 Kannal 5 Marla whose dicree dated 18-09-2019 which was given by the civil court in CA/110/19. On which STAY order passed by the Hon'ble Punjab and Haryana High Court on 04-12-2019 for any kind of purchase, sale and transfer. Copy of the orders are enclosed which have been issued till date and its jamabandi was also registered in the year 2022-23 also. A copy of the Jamabandi is enclosed herewith. (ANX-2) 4. That I am in possession of above mention land as a prospective vendee. 5. That the case is pending for adjudication in Hon'ble Punjab and

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Haryana High Court vide RSA No. 5326 of 2019, RSA No. 5336 of 2019, RSA No. 5337 of 2019 and RSA No. 5338 of 2019. Copy of the orders of the Hon'ble High Court are attached for your kind perusal. (ANX-3) 6. That the above mentioned Satnarayan Bansal in connivance with Sunil Saini Slo C.L. Saini resident of House No. 191, Anand Garden, Bajghera Road, Gurugram, Haryana and Rajender Sharma S/o Satyaparkash Sharma, Resident of -93/1, Ground Floor, South City -2, Sector-49, Gurugram, Haryana and some other unknown persons with the involvement of some revenue officials got the sale deed registered illegally in favour of Sunil Saini and got mutation of land comprising 63 Kanals 19 Marlas through Pattanama No. 7356 and registered sale deed No. 7357 by hatching a conspiracy and violated the orders of Hon'ble Punjab and Haryana high Court, Copy of the sale deed and Pattnama are attached for your kind perusal. (ANX-4A 4B) 7. That further Sunil Saini got registered a sale deed out of this above mentioned land comprising 32 Kanal 5 Marla in favour of Rajender Sharma son of Satparkash Sharma to registered sale deed No. 10769 which is totally invalid and illegal and are against the order of Hon'ble Punjab and Haryana High court. Copy of the sale deed is attached herewith for your kind perusal. (ANX-5) 8. That status quo/stay order of Hon'ble Punjab and Haryana High Court is still there and they have violated the orders of Hon'ble Punjab and Haryana High Court by presenting a false and illegal compromise in revenue Department and got the sale deed registered in connivance with some revenue officials. 9. That it is submitted to you that the above mentioned accused has caused me huge financial loss by usurp the large sum of money and sold the land to other person which is totally illegal and fraud. 10. That a strict legal action be taken against the above mentioned accused. Dated: 21.03.2025 APPLICANT Anil Kumar Jain SloSh. Nand Lal Jain R/o DC101 Essel Tower, MG Road, Gurugram, Haryana. Mobile No. 9312604607 COPY TO.....1. DGP HARYANA 2. COMMISSIONER OF POLICE GURUGRAM.”



3. Mr. Rupinder Singh Khosla, learned Senior Advocate, submits that actual dispute pertains to an agreement dated 06.01.2009 alleged to have been executed between the petitioner and the complainant for the sale and purchase of land measuring 104 kanals 04 marlas (approximately 13 acres 04 marlas) situated in the area of Village Mahenderwada, District Gurugram, for a total sale consideration of Rs. 3,20,00,000/-. As per the said agreement, petitioner was the vendor and the complainant, Anil Kumar Jain, was the purchaser of the said property.

Complainant has alleged that, towards the purchase of the land, an amount of Rs. 32,00,000/- was paid in cash as earnest money, and the remaining amount was to be paid at the time of execution of the sale deed. It is further alleged that, subsequent to the agreement to sell, the complainant came to know that the land had, in fact, been mortgaged with IDBI Bank, Gurugram. Upon the petitioner's request, an additional amount of Rs. 2,42,00,000/- was paid by the complainant to facilitate clearance of the loan.

In this regard, it is stated that one demand draft dated 26.04.2012 for Rs. 1,00,00,000/- and another demand draft dated 17.07.2012 for Rs. 1,42,00,000/-, both in favour of IDBI Bank, were handed over to the petitioner. Thus, a total amount of Rs. 2,74,00,000/- is stated to have been paid by the complainant to the petitioner.

3. It is further alleged that, despite the execution of the agreement to sell dated 06.01.2009 in favour of the complainant, the petitioner subsequently sold land measuring 63 kanals 19 marlas in

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favour of one Sunil Saini vide sale deed dated 30.08.2024, and further Sunil Saini executed another sale deed in favour of Rajender Sharma for land measuring 32 kanals 05 marlas vide Sale Deed No. 10769.

4. It is also submitted that, at the time of entering into the agreement, the land in question was already the subject matter of Civil Suit No. 308 dated 03.08.1990, titled *Dev Bhushan Gupta and others vs. Devender Kumar, Satyanarayan Bansal and others*'. Said suit was, however, dismissed vide judgment and decree dated 07.01.2013.

5. Thereafter, Civil Appeal No. 114 dated 22.02.2019, titled *Sat Narayan Bansal vs. Dev Bhushan Gupta and others*, was allowed vide judgment and decree dated 18.09.2019, whereby the judgment and decree dated 07.01.2013 was set aside. While allowing the appeal, Appellate Court at Gurugram held that the plaintiffs, Dev Bhushan Gupta and others, had not approached the Court with clean hands. It was further observed that the General Power of Attorney, on the strength of which sale deeds were executed in favour of Satyanarayan Bansal, are valid and genuine.

It is submitted that Regular Second Appeals, bearing RSA Nos. 5326, 5336, 5337 and 5338 of 2019, filed by the plaintiffs, are presently pending adjudication before this Court (Punjab and Haryana High Court).

6. Another allegation in the FIR is that, during the pendency of the appeals and despite an order of status quo being in operation, the petitioner sold the land in favour of Sunil Saini and subsequently, Sunil Saini sold land to Rajender Sharma, allegedly in violation of the said

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order, by manipulating the revenue record in connivance with revenue officials.

7. Broadly stated, the complainant alleges that, despite having paid a total amount of Rs. 2,74,00,000/- out of the agreed sale consideration of Rs. 3,20,00,000/-, neither the amount is returned, nor the title is transferred in his favour. Complainant, therefore, alleges that he has been defrauded, particularly in view of the sale deeds executed in favour of Sunil Saini and Rajender Sharma.

8. Learned Senior Counsel further submits that the dispute is purely civil in nature. It is contended that, prior to the registration of the present FIR, matter was investigated by the Economic Offences Wing-I, Gurugram, wherein the Investigating Officer, Amit Kumar, concluded that the complaint was baseless and unfounded, and that the matter pertained to a civil dispute, with proceedings already pending between the parties before the Courts at Gurugram and before High Court.

9. It is further argued that complainant-Anil Kumar Jain, has never participated in any civil proceedings, either before the Civil Court or before this Court, and is unnecessarily interfering in the matter on the basis of a purportedly forged agreement dated 06.01.2009.

10. It is also contended that the complainant was never a party to the Regular Second Appeals. The sale transactions in question were carried out pursuant to the compromise deeds dated 04.04.2024, 07.12.2024 and 03.02.2025 executed between Dev Bhushan Gupta and the petitioner. Therefore, any grievance, if at all, lies against the parties to the civil litigation and not against the petitioner.

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Lastly, learned Senior Counsel submits that petitioner-Satyanarayan Bansal, was physically incapacitated during the period from 2007 to 2010/2011, and thus, the alleged execution of the agreement to sell dated 06.01.2009 is highly improbable. It is further pointed out that even the addresses of the petitioner mentioned in the said agreement were non-existent.

11. Broadly speaking, Mr. Khosla submits that no such GPA dated 06.01.2009 was ever in existence; therefore, the agreement relied upon by the complainant is nothing but a fabricated document. Since the issue regarding the GPA and rights in the property is sub judice before the High Court in RSA proceedings, and the relevant documentary evidence is already available on record, custodial interrogation of the petitioner would serve no meaningful purpose. It is further submitted that the petitioner is willing to join the investigation, if protected from arrest.

12. On the other hand, learned Senior Counsel, Mr. Atul Lakhanpal, while vehemently opposing the prayer for bail, reiterates the allegations contained in the complaint and submits that a substantial fraud has been committed by the petitioner, despite receipt of a huge amount of Rs. 2,74,00,000/-, credited between 06.10.2009 to 17.07.2012. To substantiate the allegations, learned counsel refers to the FIR, wherein it is alleged that on 26.04.2012, a demand draft of Rs. 1 crore, and on 17.07.2012, another demand draft of Rs. 1,42,00,000/- was handed over to the petitioner for onward submission to IDBI Bank towards clearing the loan amount pertaining to the disputed property. On this basis, it is submitted that the petitioner is not entitled to bail.



13. I have heard learned counsel for the parties and have gone through the paper-book.

14. It emerges that there was earlier civil litigation between the parties, wherein complainant Anil Jain along with Bimla Jain and Hari Dutt Jain (relatives of Anil Jain) had instituted a civil suit with respect to the same property, challenging the rights of the petitioner–Satyanarayan Bansal. The said suit was decreed on 14.09.2019 before the Lok Adalat; however, upon coming to know of the same, the petitioner filed an application under Order XXIII Rule 3(a) read with Section 151 CPC, alleging that the judgment and decree had been obtained by fraud, misrepresentation, and in collusion with the plaintiffs. It was further alleged that Hari Dutt Jain, one of the plaintiffs (and husband of Bimla Jain), falsely and fraudulently impersonated the petitioner Satyanarayan Bansal, and acted without authority or knowledge, thereby obtaining the consent decree. Petitioner also alleged that Advocate Rajnish Aggarwal had requested him to sign an affidavit in proceedings before the Court at Sohna, and believing the same in good faith, he had sent blank signed papers to the said counsel, which were later misused to fabricate an affidavit and an Ikrarnama dated 06.01.2009 in collusion.

While deciding the said application, Civil Court observed that, as per the plaintiffs' case (complainant-Anil Jain etc.), there was an alleged oral agreement dated 06.01.2009 with respect to land measuring 104 kanal 04 marlas situated in the revenue estate of Village Mahenderwada, Tehsil Sohna, District Gurugram.



15. The first question which arises for consideration is as to how and under what circumstances the alleged written agreement to sell dated 06.01.2009 (Exhibit P-7 in the paper-book) came into existence.

It is pertinent to note that Civil Court observed that there was a GPA dated 26.03.2015 executed by the petitioner Satyanarayan Bansal, in favour of Hari Dutt Jain; however, the said transaction pertained only to land measuring 09 kanal 07 marlas situated in Village Mahenderwada, whereas the plaintiffs had filed the suit for a total land measuring 104 kanal 04 marlas situated in Village Mahenderwada and other villages of Gurugram. Thus, it was clearly held by the Civil Court in its final order dated 26.05.2025 that Hari Dutt Jain was never authorized by Satyanarayan Bansal to suffer a consent decree qua the entire suit property measuring 104 kanal 04 marlas.

In paragraph 12 of the Civil Court order dated 26.05.2025, it was further recorded that although a copy of the written agreement dated 06.01.2009 was placed on record, but there was no reference in the entire plaint of Civil Suit No. CS/135/2019 regarding any such written agreement. The Civil Court further observed that the allegation of the petitioner regarding fabrication of the agreement to sell dated 06.01.2009 appears to be correct, as the document seems to have been prepared in a fraudulent manner. Finally, the Civil Court allowed the application, set aside the consent decree dated 14.09.2019 passed in CS/125/2019, and restored the suit to its original number vide order dated 26.05.2025 (Annexure P-6).

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16. The next question which arises for consideration is whether any payment was actually made by the complainant to the petitioner at the time of the alleged agreement to sell dated 06.01.2009. In this regard, the FIR alleges that an amount of Rs. 32 lakhs was paid in cash, and two demand drafts dated 26.04.2012 (Rs. 1 crore) and 17.07.2012 (Rs. 1,42,00,000/-), drawn in favour of IDBI Bank, were handed over to petitioner-Satyanarayan Bansal.

While arguing the application under Order XXIII Rule 3(a) CPC, the complainant party took the stand that they had purchased the suit land at Village Mahenderwada along with land at Ghamroj and had paid a total amount of Rs. 3,01,12,500/- vide demand draft of Rs. 1,02,00,000/-, a cheque of Rs. 5 lakhs dated 03.07.2015, and Rs. 1,84,12,500/- in cash. It was further stated that in exchange of a cheque of Rs. 10,00,000/-, they had received Rs. 10,00,000/- in cash from the plaintiff (complainant party).

The clear stand taken by the complainant party, as noticed in paragraph 6 of the order dated 26.05.2025 passed by the Civil Court in the application under Order XXIII Rule 3(a) CPC, is reproduced as under:

“6. On notice, respondents No.1 & 2/plaintiffs and respondent No.3 appeared before the Court and filed their separate replies to the effect that applicant is a very clever person and is habitual litigant and due to this reason he play fraud upon the applicant and has filed the present false application as it is well proved that the respondents have also purchased the suit land of Mahindwara alongwith the land of Ghamroj and paid a sum of Rs.3,01,12,500/- to purchase the land of Ghamroj vide draft is sum of Rs.1,02,00,000/- and 5,00,000/-

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through cheque no.314411 dated 03.07.2015 and Rs.1,84,12,500/- in cash and in exchange of cheque of Rs. 10,00,000/- he received Rs.10 lacs cash from plaintiffs. The land of Ghamroj was under litigation and six suits were going on and due to this reason the plaintiffs paid a sum of Rs.1,02,00,000/- and this fact is well mentioned in the compromise dated 09.07.2015 as well as in the order passed by the Court of Shri R.K. Yadav, the then ACJ(SD), Sohna in case titled as M/s Scope Developers Pvt. Ltd. Vs. Satnarayan. The plaintiffs got compromise in the matter after paying the huge amount, the plaintiffs also purchased the land in question from defendants in amounting to Rs.3,20,00,000/- and paid Rs.32,00,000/- as earnest money at the time of execution of ageement and further paid Rs.1 crore through cheque No.000176 dated 19.04.2012 and Rs.1,42,00,000/- through demand draft No.539497 dated 17.07.2012 drawn on Kotak Mahindra Bank, New Delhi and applicant has used Rs.1,42,00,000/- for payment of loan.”

17. Once the stand taken by the plaintiff therein (complainant party herein in the FIR) has not been accepted by the Civil Court in its order, this Court, for the purpose of determining the issue of custodial interrogation of the petitioner, does not find any strong reason to deny the concession of anticipatory bail to the petitioner.

Moreover, entire controversy appears to largely hinge upon documentary evidence rather than oral allegations. As of today, in view of the order dated 26.05.2025 (Annexure P-6), no such agreement dated 06.01.2009 exists, unless the same is set aside or reversed by a competent court. Therefore, any right claimed by the complainant would necessarily be subject to the outcome of the RSA proceedings, even assuming that

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any fraud has been allegedly committed by the petitioner against the complainant (who is not a party to the RSA proceedings).

18. So far as the allegations regarding manipulation in revenue records is concerned, the same is the matter of investigation. At this stage, nothing substantial is brought on record to indicate that petitioner has played any specific role in such alleged manipulation, if any there in actual. Undoubtedly, if these allegations are to be verified, the involvement of other officials of the concerned department may also be necessary for joining the investigation. However, no such steps appear to have been taken so far. This Court also cannot ignore the fact that at one point of time, the Economic Offences Wing, Gurugram, had concluded that the allegations are baseless and that the dispute is essentially civil in nature.

19. In view of the aforesaid circumstances, prayer of petitioner is **allowed**. Petitioner is directed to join the investigation within two weeks from today or as and when called by the Investigating Officer concerned. In the event of his arrest, petitioner shall be released on bail, subject to his furnishing bail bonds to the satisfaction of the Arresting Officer. Petitioner shall also be abide by all the conditions laid down under Section 482(2) of BNSS, 2023.

20. Besides, it is directed that petitioner would hand over his passport to the Investigating Agency or to Court concerned, if he possesses. Otherwise, would submit an affidavit, disclosing the fact that he does not possess any passport.



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21. It is also directed that before leaving country any time during trial, petitioner would seek prior permission of the Court.

22. Any of the discussion done and recorded hereabove, shall not be construed as an expression of opinion on the facts of the case. Therefore, trial Court is expected to decide the case by taking an independent view, on the basis of evidence available on record, as expeditiously as possible in accordance with law.

23. Accordingly, petition stands disposed of.

(SANJAY VASHISTH)
JUDGE

22.04.2026

Rashmi

Whether speaking/reasoned: Yes
Whether Reportable: Yes