

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

2026:PHHC:030816



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CRM-M-34431-2025 (O&M)
Date of decision:25.02.2026

Lakhwinder Singh

... Petitioner

Vs.

State of Punjab & another

... Respondents

CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA

Present: Mr. Manjot Gujral, Advocate and
Ms. Siddhi Bali, Advocate for the petitioner.

Ms. Sakshi Bakshi, AAG, Punjab.

Mr. B.S. Aulakh, Advocate for the complainant.

...

Manisha Batra, J. (Oral).

1. The present petition has been filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (for short 'BNSS') by the petitioner seeking benefit of anticipatory bail in case arising out of FIR No.52, dated 07.06.2025, registered under Section 406 and 420 IPC, at Police Station Kabarwal, District Sri Muktsar Sahib.

2. The aforementioned FIR was registered on the basis of written complaint submitted by complainant – Surjeet Singh, alleging that he had agreed to purchase land measuring 81 kanals and 12 marlas from accused Jasvir Kaur and Diljot Singh. A written agreement was executed between them on 12.01.2023. The sale deed was to be executed on 30.05.2023. An

amount of Rs.85 lakhs had been given by the complainant in the form of cheques and in cash and he had also agreed to give one plot owned by him having value of Rs.45 lakhs as consideration amount at the time of execution of sale deed in his favour. However, on the stipulated date, the vendors did not turn up before the office of Tehsildar for registration of the sale deed. The complainant had made inquiries and had come to know that the vendors were not actually owner of the property, which was agreed to be sold to him and false and forged *girdawari* entries had been prepared in connivance with the Patwari and present petitioner, who had induced them to purchase the land. The complainant had also filed a civil suit and had withdrawn the same with liberty to file a fresh one. In the meanwhile, the property, which was agreed to be sold to him, was sold to other persons, thereby cheating him.

3. After registration of the FIR, investigation proceedings have been initiated and are underway. Apprehending his arrest, the petitioner moved an application for grant of anticipatory bail, which has been dismissed by the Court of learned Sessions Judge, Sri Muktsar Sahib vide order dated 24.06.2025.

4. It is argued by learned counsel for the petitioner that he has been falsely implicated in this case. He is neither a party to the agreement to sell nor the witness to the same. The dispute between the vendors and the petitioner is of civil nature, which has been given criminal colour. He has been roped in, due to some personal liability. He is ready to join investigation. His custodial interrogation is not required. No recovery is to be effected from him. It is, therefore, argued that the petitioner deserves to be extended the benefit of bail.

5. Per contra, learned State counsel assisted by learned counsel for the complainant while referring to the reply has argued that there are serious allegations against the petitioner, who is brother of co-accused Jasvir Kaur, who had given his consent to the deal struck between Jasvir Kaur, Diljot Singh and the complainant by signing the agreement to sell. The accused did not execute the sale deed in connivance with each other and had executed another agreement in favour of one Ranjit Singh and even executed sale deed with intent to cheat the complainant and cause wrongful loss of Rs.85 lakhs to him. For conducting thorough and proper investigation in the matter, custodial interrogation of the petitioner is must. It is, therefore, stressed that the petition does not deserve to be allowed.

6. This Court has heard the rival submissions made by learned counsel for the parties.

7. The petitioner has placed on record a copy of the agreement to sell executed between the co-accused and the complainant as Annexure P-2. A perusal of the same reveals that the petitioner was neither the attesting witness to the said sale deed nor he was shown to be the vendor. Rather co-accused Jasvir Kaur and Diljot Singh are shown to be the signatories to this agreement to sell in the capacity of sellers. Undoubtedly, it is mentioned in this agreement that the transaction had been consented to by the petitioner, however, it is a debatable question as to whether the question of giving his consent in this regard attracts the ingredients for commission of offence of cheating and criminal breach of trust, as against the petitioner, who was neither the owner of the subject property nor any GPA is shown to be executed between him.

8. Given the nature of the allegations as levelled against the petitioner and circumstances peculiar to this case, this Court is of the considered opinion that pre-trial incarceration of the petitioner is not required. It is well settled proposition of law that pre-trial incarceration should not be a replica of post conviction sentencing. As such, the petition is allowed and the petitioner is ordered to be released on bail, subject to the condition that the petitioner shall surrender before the Investigating Officer/Arresting Officer within a period of 10 days from today and shall join the investigation. He shall also join investigation as and when required subsequently. In the event of his arrest, the Investigating/Arresting Officer shall release the petitioner on bail on furnishing personal as well surety bonds to his/her satisfaction. The petitioner shall also abide by the conditions as envisaged under Section 482(2) of BNS.

9. It is, however, clarified that nothing stated above shall have any bearing on the merits of the case.

10. Pending application(s), if any, shall also stands disposed of.

(MANISHA BATRA)
JUDGE

25.02.2026

harjeet

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