



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

103

CRM-M-37776-2025 (O&M)

Date of decision: 16.03.2026

Balwinder Pal

....Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE AMAN CHAUDHARY

Present : Mr. J.S. Mehndiratta, Sr. Advocate with
Ms. Tanveen Kaur, Advocate for the petitioner

Mr. Manipal Singh Atwal, DAG Punjab

Mr. Vishal Munjal, Advocate for the complainant

AMAN CHAUDHARY, J. (ORAL)

1. The present petition has been filed under Section 482 BNSS for grant of anticipatory bail to the petitioner in case FIR No.61 dated 05.06.2025, registered under Sections 318(4), 316(2) BNS, at Police Station Shahpur Kandi, District Pathankot.

2. On 24.02.2026, this Court had passed the following order:-

“For the commission of offence punishable under Sections 318(4), 316(2) of Bharatiya Nyaya Sanhita, 2023, the FIR No.61 dated 05.06.2025, has been lodged in Police Station Shahpur Kandi, District Pathankot. In the above mentioned case, the petitioner is apprehending arrest, and therefore, for the benefit of anticipatory bail he has approached this Court, by virtue of present petition under Section 482 of Bharatiya Nagrik Surakhsa Sanhita, 2023.

2. In nut-shell the facts emerging from record are that the FIR of this case came into being at the instance of ‘Naresh Kumar Gulati’, hereinafter being referred to as “complainant” only. It was stated by the complainant that he was owner of ‘Gulati Departmental Store’ and was having partnership in another firm namely ‘Gulati Electronics Mamoon’. As per complainant his younger brother ‘Balwinder Pal’ (petitioner herein) was living with him in the same house for the last 30 years and that he (the complainant) used to trust the wife of ‘Balwinder Pal’, and that is why she was in possession of all the documents



related to house and business.

3. It has been further alleged by the complainant that for the last three months their relations became sour and therefore, a community meeting was convened in which a compromise was arrived at between the parties and it was decided:-

(a) that the petitioner shall pay a sum of Rs.9,26,000/- to the complainant along with all the equipments of electronic shows room including the fitting;

(b) that all the goods in the shop would be counted on 27.05.2024; and

(c) that on 27.05.2024 the possession of the shop will be handed over.

4. According to complainant in violation of above mentioned terms and conditions of agreement at around 12 mid night on 26.05.2024 by breaking the locks of the departmental store and electric show room the goods were stolen by the petitioner. It was also stated by the complainant that with regard to above mentioned incident he called help line number of police 112 and one PCR vehicle had visited the spot. According to complainant he had submitted a complaint before the police but no action has been taken on his complaint. It has also been stated by the complainant that he is having CCTV footage covering the above mentioned incident.

5. It the case of the prosecution that in view of above mentioned complaint formal FIR of this case has been lodged and investigation taken up.

6. Heard.

7. It has been contended by learned counsel for the petitioner that the petitioner and complainant are real brother, who were having a joint abode and joint business, and that due to some misunderstanding dispute cropped up between them, and therefore, a panchayat was convened wherein the settlement was arrived at. According to learned counsel for the petitioner the liability to pay a sum of Rs.9,26,000/- was placed upon the petitioner, whereas the goods kept in the shop were supposed to be returned to the supplier. As per learned counsel for the petitioner, in addition to above, one of the condition of the compromise was that the account of the joint business were to be settled and that the complainant was supposed to share all the profits and losses of the above mentioned business, but the petitioner backed out of his above mentioned commitment, and therefore, the payment of cheque was stopped by the petitioner.

8. With regard to allegations that electronic goods have been stolen from the shop in question, the learned



counsel for the petitioner has contended that as per settlement between the parties the above said goods were supposed to be returned to the supplier and that much before the filing of complaint the above mentioned goods were returned to the supplier and with regard to above transactions, even the invoices were generated by the supplier and GST claim were raised. While claiming that no theft has been committed, it has been contended by learned counsel for the petitioner that the dispute between the parties being a dispute of civil nature, the petitioner is entitled for the benefit of bail.

9. The learned State counsel being assisted by learned counsel for the complainant has controverted the above mentioned arguments. It has been contended by learned counsel for the complainant that in the present case there are very specific allegations against the petitioner that he had committed theft of goods lying in the shop of complainant. According to learned counsel for the respondent the above mentioned incident has been captured in CCTV camera, and thus, the petitioner cannot wriggle out of the consequences of above mentioned illegal act. While claiming that the petitioner himself is guilty of breach of agreement, as he stopped the payment of cheque worth Rs.9,26,000/-, the learned counsel for the complainant has contended that no ground for anticipatory bail is made out in this case.

10. The record has been perused carefully.

11. A perusal of the record shows that there are several factors which are required to be taken into consideration at this stage. Those factors are:-

i) that the offence is triable by the Court of Judicial Magistrate;

ii) that the petitioner has clean antecedents;

iii) that admittedly the petitioner and complainant are real brothers and they were having joint business. The dispute in hand is with regard to joint business and the basic dispute is with regard to accounting of profits and liabilities;

iv) that as per compromise placed on record by the petitioner, Annexure P-8, the goods and material lying in TV shop were to be returned to the supplier by 26.05.2024;

v) that qua above said aspect the petitioner has claimed that the same were returned after 26.05.2024 as the complainant did not co-operate;

vi) that the alleged incident had taken place in the intervening night of 26/27 May 2024 but the complaint for filing of FIR was moved on 31.08.2024 and the FIR came into being on 05.06.2025, thus there is a huge delay in reporting the matter to the police and also in taking



cognizance by the police;

vii) that the entire evidence to be collected by the Investigating Agency is documentary in nature. Otherwise also the same can be facilitated by issuing direction to the petitioner to join investigation;

viii) that with regard to dis-honour of cheque remedies lies under Negotiable Instruments Act and Specific Relief Act;

ix) that the investigation and trial of the case are not likely to be concluded in near future;

x) that custodial interrogation of the petitioner is not likely to serve any purpose;

xi) that there is nothing on record to show that if released on bail, the petitioner is likely to tamper with the evidence or influence the prosecution witnesses; and

xii) that there is nothing on record to show that if released on bail, the petitioner will not participate/cooperate in the trial.

12. Taking into consideration the cumulative effect of all the above mentioned factors, it is hereby held that the petitioner is entitled for interim anticipatory bail.

13. Thus, it is hereby ordered that in the event of arrest of the petitioner, he shall be released on interim anticipatory bail on furnishing bonds to the satisfaction of Arresting Officer. However, in the meantime, the petitioner shall join the investigation as and when called by the Arresting Officer. He shall also abide by the conditions as specified under Section 482(2) of the Bharatiya Nagarik Suraksha Sanhita, 2023.

14. List on 16.03.2026, for awaiting report.

15. To be shown in the urgent list. In the meantime, reply(s) shall also be filed.”

3. Learned counsel submits that in pursuance of the afore-mentioned order, the petitioner has not only joined investigation but also fully cooperated with the investigating agency. He further submits that in case the investigating agency requires the petitioner to appear, he shall make himself available without demur.

4. Learned State counsel has filed status report dated 14.03.2026, which is taken on record. He on instructions affirms the factum of joining the investigation by the petitioner and cooperating with the investigating agency. He also submits that at this stage, the petitioner is not required for further



custodial interrogation.

5. In view of the above and without expressing any opinion on the merits of the case, anticipatory bail petition filed by the petitioner is allowed and the order dated 24.02.2026 granting interim bail to him, is hereby made absolute, subject to compliance of conditions as specified under Section 482(2) BNSS.

6. However, it is made clear that if the petitioner fails to join and cooperate with the investigating agency as and when required, the State would be at liberty to move an application for cancellation of the present anticipatory bail granted to him.

(AMAN CHAUDHARY)
JUDGE

16.03.2026
M.Kamra

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