



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M No.42734 of 2025 (O&M)

Reserved on: 19.05.2026

Date of Decision :21.05.2026

Ishwar

.....Petitioner

Versus

State of Haryana

..... Respondent

CORAM: HON'BLE MR.JUSTICE SURYA PARTAP SINGH

Present : Mr. Puneet Bali, Sr. Advocate with
Mr. Jasman Singh Gill, Mr. Manoj Kumar Sood, and
Mr. Avi Kaushik, Advocates for the petitioner.

Mr. Ramender Singh Chauhan, AAG, Haryana.

Mr. Aman Pal, Sr. Advocate with
Mr. Deepak Saini, Advocate and
Mr. Rajender Kumar, Advocate for the complainant.

SURYA PARTAP SINGH, J. (Oral):

This petition for anticipatory bail is the first petition, filed by the petitioner under Section 482 of 'the Bharatiya Nagarik Suraksha Sanhita 2023'. It has been filed with regard to a case arising out of FIR No.36 dated 21.02.2024, for the commission of offence punishable under Sections 120-B, 420, 467, 468 and 471 of Indian Penal Code, Police Station Sector-17, Faridabad.

2. In nut-shell, the facts emerging from record are that the FIR of this case came into being at the instance of 'Govind Kaushik', hereinafter being referred to as 'complainant' only. The pith and substance of the above mentioned complaint, filed by the complainant is as under:-



(i) Being sole proprietor of 'M/s Ishwar & Company' the petitioner was allotted one plot bearing SCO No.95, Sector 16 Faridabad, vide allotment memo No.607 dated 10.04.1996, by the Haryana Development Authority, hereinafter being referred to as 'HUDA' only. Due to non-payment of due installments on time, vide order dated 13.09.1998, the above mentioned allotment was cancelled and plot was resumed by HUDA.

(ii) In the backdrop of above mentioned development a meeting was held between the complainant, petitioner & 'Avinash Gupta', and it was agreed upon that SCO would be sold to the complainant against a sale consideration of Rs.19,50,000/-. Resultantly a General Power of Attorney dated 16.12.2005, and an agreement to sell, with full and final payment of consideration, i.e. Rs.19,50,000/-, dated 19.12.2005 were executed. It was agreed upon that the sale deed of the abovesaid property would be executed as per the terms and conditions contained in the agreement to sell.

(iii) The petitioner challenged the order of resumption passed by HUDA in 'District Consumer Disputes Redressal Forum Faridabad'. The above mentioned complaint filed by the petitioner was allowed by the 'District Consumer Disputes Redressal Forum Faridabad'. The appeal filed by HUDA, against the above mentioned order of 'District Consumer Disputes Redressal Forum Faridabad', was dismissed by the 'State Consumer Disputes Redressal Commission Haryana',



with partial modification. Now the appeal preferred by HUDA, before the 'National Consumer Disputes Redressal Commission', is pending.

(iv) On 20.03.2007 the complainant and 'Avinash Gupta' executed a registered agreement to sell, for a sum of Rs.20,00,000/-, in favour of 'Sh.Mohan Lal Garg' and 'Sh.Vikram Sharma'. A sum of Rs.15,00,000/- was paid at the time of execution of agreement to sell and it was decided that remaining amount of Rs.5,00,000/- would be paid at the time of execution of sale deed. In the above mentioned 'agreement to sell' there was specific reference of General Power of Attorney dated 16.12.2005. It was also recorded in the above mentioned 'agreement to sell' that in case of dismissal of appeal pending before the 'State Consumer Disputes Redressal Commission, Panchkula' 15 days notice would be served by the complainant and 'Avinash Gupta' upon the vendee namely 'Sh. Mohan Lal' and 'Sh. Vikram Sharma'.

(v) Thereafter, on next day, ie. on 21.03.2007, a supplementary agreement was executed, wherein it was clarified that the balance amount, due towards HUDA, would be paid by the vendees 'Sh. Mohan Lal Garg' and 'Vikram Sharma'.

(vi) The appeal filed by HUDA, before the 'State Consumer Disputes Redressal Commission, Panchkula', was dismissed on 02.02.2010. After the dismissal of appeal of HUDA, 'Sh.Mohan Lal Garg' & 'Sh.Vikram Sharma' approached the



complainant & 'Avinash Gupta', offered Rs.5,00,000/- and requested to execute the sale deed.

(vii) At that stage the complainant approached the petitioner and requested him to execute the sale deed, but the petitioner flatly refused to do so and this stand of the petitioner was duly conveyed by the complainant to 'Sh. Mohan Lal Garg' and 'Sh. Vikram Sharma'. In view of above mentioned communication 'Sh.Mohan Lal Garg' and ' Sh.Vikram Sharma' instituted a civil suit in Civil Court at Faridabad, which came to be dismissed by the learned trial Court and the appeal preferred against the above mentioned judgment of dismissal did not find favour in the District Court. Thus, the same, too, came to be dismissed. Now, the Regular Second Appeal against the judgment of Additional District Judge Faridabad, is pending in this Court.

(viii) The petitioner who had received total sale consideration of Rs.19,50,000/-, in view of agreement to sell dated 19.12.2005, issued a notice through 'Sh. Rajpal Singh Advocate', on 28.05.2007, intimating that the General Power of Attorney dated 16.12.2005 had been cancelled at the instance of petitioner.

(ix) Thereafter, at the instance of petitioner, 'Sh. P.L. Aggarwal', filed an application under Section 156(3) Cr.P.C. before the learned Judicial Magistrate and in view of order passed by the learned Judicial Magistrate dated 08.06.2010, FIR No.312 dated 08.06.2010, under Sections 420, 467, 468, 120-B



and 384 IPC was lodged in Police Station Faridabad. However, during the course of investigation when it was found that all the documents, executed in favour of complainant, were genuine the cancellation report was preferred by the police.

(x) In the civil suit which was filed by 'Sh. Mohal Lal Garg' and 'Sh. Vikram Singh' the petitioner had filed a written statement, wherein he took a stand that General Power of Attorney was a forged document. It was also pleaded by the petitioner in this written statement that he had entered into an agreement for sale of above mentioned SCO in favour of co-accused 'Mohit Bhadana'.

3. It is the case of the prosecution that in view of above mentioned complaint formal FIR of this case was lodged and the investigation taken up.

4 Heard.

5. It has been contended on behalf of petitioner that by twisting the facts a wrong picture is being projected by the complainant, and that in fact, the complainant himself is guilty of forging false documents. According to learned Senior counsel for the petitioner the dispute between the parties is with regard to title of SCO No.95, and that regarding above mentioned SCO the civil suit filed by 'Sh. Mohan Lal Garg' and 'Sh. Vikram Sharma' has already been dismissed by the learned trial Court as well as the learned 'First Appellate Court'. The learned Senior counsel for the petitioner has further contended that after being unsuccessful in civil proceedings, by twisting the facts, the instant FIR has been lodged, attributing dishonest intentions, and creation of



false documents, against the petitioner.

6. It has also been contended by learned Senior counsel for the petitioner that the falsity of the allegations of the complainant can be gauged from the fact that the documents in question were executed in the year 2005, the alleged agreement to sell at the instance of complainant and his partner, in favour of 'Sh.Mohan Lal Garg' and 'Sh.Vikram Sharma', was executed in the year 2007, and as per contents of the FIR itself in 2010 the petitioner had refused to execute the sale deed by disclosing that the General Power of Attorney had already been cancelled, but with regard to above mentioned dispute the complainant kept mum for almost 14 years. As per learned Senior counsel for the petitioner after failing, in Civil Court the story with regard to alleged fraud and fabrication of documents has been concocted and the present FIR lodged. It has also been contended by learned Senior counsel for the petitioner that contents of the FIR itself show that civil remedy is available to the petitioner, and that otherwise also no criminality can be attributed to the petitioner merely on the ground that he had failed to discharge his contractual obligation.

7. According to learned Senior counsel for the petitioner the entire evidence to be collected in the present petition is documentary in nature, and that the petitioner has already joined the investigation, and that custodial interrogation of the petitioner is not likely to produce any favourable result. In view of above it has been argued by learned Senior counsel for the petitioner that the order dated 07.08.2025, whereby the benefit of interim anticipatory bail was accorded to the petitioner, be made absolute.

8. The learned State counsel being assisted by learned counsel for



the complainant has controverted the above mentioned arguments.

9. It has been contended by learned Senior counsel for the complainant that civil remedy and criminal remedy are two separate remedies, and that if both the remedies are available to a victim, he has got a right to avail both of them. According to learned Senior counsel for the complainant in the present case the documentary evidence proves beyond the shadow of reasonable doubts that on 19.12.2005 a sum of Rs.19,50,000/- was received by the petitioner as full and final payment for the sale of SCO NO.95 and later on in order to evade his abovementioned contractual liability and to deprive the complainant of his legal right, the petitioner resorted to creation of false documents, which is reflected from different stands taken by him during the course of litigation before the Civil Court.

10. The learned Senior counsel for the complainant has further contended that in the written statement, filed by the petitioner in the Civil Court, he had taken a stand that he had never executed General Power of Attorney, and that the General Power of Attorney dated 16.12.2005 was an outcome of fraud, but in the reply submitted before the police, against the complainant, he took altogether different stand by alleging that the Power of Attorney was cancelled and agreement to sell was executed in the year 2007.

11. With regard to above, it has also been pointed out by learned Senior counsel for the complainant that the stamp paper on which the alleged agreement to sell, executed by the petitioner, was recorded, itself shows that the agreement to sell is ante dated.

12. The learned Senior counsel for the complainant has also contended that the original documents which are in custody of the petitioner



are yet to be recovered and for that purpose custodial interrogation of the petitioner is required, because despite joining the investigation the petitioner failed to co-operate with the investigating agency and did not hand over the original documents to the investigating officer. While claiming that, that right from the very beginning the intentions of the petitioner was to cheat the complainant, and that he had prepared false documents, it has been argued by learned Senior counsel for the complainant that custodial interrogation of the petitioner is necessary in the present case, and therefore, the petitioner is not entitled to the benefit of anticipatory bail.

13. 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 petitioner has already joined the investigation;
- ii) that the FIR has been lodged after a huge delay, which has not been properly explained;
- iii) that the petitioner has no criminal antecedents;
- iv) that the offence is triable by the Court of Judicial Magistrate;
- v) that the evidence to be collected by the Investigating Agency is documentary in nature;
- vi) that the dispute between the parties *prima facie* seems to be a dispute of civil nature;
- vii) that the trial of this case is not likely to be concluded in near future;
- viii) that custodial interrogation of the petitioner is not likely to serve any purpose;



- ix) that the detention of petitioner in lock-up is no likely to be serve any purpose;
- x) 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
- xi) that there is nothing on record to show that if released on bail, the petitioner will not participate/cooperate in the trial.

14. Keeping in view the above discussed facts & circumstances, pertaining to instant case and the fact that the petitioner has already joined the investigation, it is hereby ordered that the petitioner is entitled to the benefit of anticipatory bail. Hence, the present petition is hereby **allowed** and the order dated 07.08.2025, whereby the petitioner was accorded the benefit of interim anticipatory bail, is hereby made absolute.

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

(SURYA PARTAP SINGH)
JUDGE

21.05.2026
Manoj Bhutani

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