

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

201

2026:PHHC:005048



CRM-M-51940-2025 (O&M)
Date of decision: 15.01.2026.

JASWINDER SINGH

...Petitioner(s)

VERSUS

STATE OF HARYANA

...Respondent(s)

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present :- Mr. Rahul Rana, Advocate, and
Mr. Jaswinder Singh Rana, Advocate,
for the petitioner.

Ms. Chhavi Sharma, AAG, Haryana.

Mr. Kshitiz Goel, Advocate,
for the complainant.

VINOD S. BHARDWAJ, J. (Oral)

The present petition has been filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023, for grant of anticipatory bail to the petitioner in case bearing FIR No.210 dated 10.07.2025, under Sections 406 and 420 of the Indian Penal Code, 1860, registered at Police Station Ambala City, District Ambala.

Briefly, the prosecution case is that the complainant Geeta Chawla, wife of Rajesh Chawla lodged a complaint to the effect that the accused Jaswinder Singh, entered into an agreement to sell dated 05.12.2023

with regard to a land measuring 10 Marlas, situated at village Dhurala at the rate of Rs.86 lacs per acre and pursuant thereto, the complainant paid Rs.20 lacs to the accused as earnest money and the last date for execution and registration of the sale deed was fixed as 01.12.2024, with the balance sale consideration agreed to be paid at the time of execution and registration of the sale deed. Despite repeated requests made by the complainant to execute and get registered the sale deed, the accused avoided the same on one pretext or another and also flatly refused to return the earnest money paid by the complainant. Accordingly, the present FIR has been registered. Apprehending his arrest therein, applicant/accused has approached this Court by way of moving the present application for anticipatory bail.

Learned counsel appearing on behalf of the petitioner(s) contends that the allegations levelled against the petitioner are false and manipulated. The petitioner never entered into an agreement to sell with the complainant or received any money. He contends that the issue is purely civil, hence, custodial interrogation of the petitioner is not required.

To the contrary, counsel for the complainant as well as State counsel contend that the petitioner played a fraud upon the complainant and defrauded her of a huge sum of money. It is further contended that when the matter came up for hearing on 15.09.2025, an undertaking had been given by the petitioner before this Court that he is ready and willing to return the amount in question along with interest and had also made a part payment. An interim concession was accordingly granted to him to discharge his obligation in terms of the order passed on that date. The matter thereafter came up for hearing on 01.10.2025, on which such date, counsel for the

petitioner sought some more time to comply with the order dated 15.09.2025. The matter was thereafter adjourned to 27.10.2025, however, on the said date, a prayer for an adjournment on behalf of the counsel for the petitioner was made on the ground of the counsel being unwell.

On resumed hearing today, it remains undisputed that notwithstanding the specific undertaking given by the petitioner, the amount has not been paid to the complainant.

Be that as it may, since the present proceedings are only for seeking anticipatory bail, the aspect of return of amount would be immaterial. It is prima facie evident from a perusal of the circumstances as well as the allegations levelled that an agreement to sell had been executed for a total sale consideration of Rs.86 lakhs pursuant to which, an earnest money of Rs.20 lakhs had been received by the petitioner herein. Notwithstanding the receipt of the money, the petitioner herein has completely denied the execution of the agreement to sell. Under the given circumstances, the dispute cannot be portrayed as a purely civil dispute. The petitioner is stated to have received the amount of Rs.20 lakhs as per the allegations on the strength of the agreement while simultaneously disputing the very execution of the document on the basis of which such amount is stated to have been paid. Such conduct indicates sufficient prima facie material as would satisfy the requirements of the offence.

The conduct of the petitioner does not inspire any confidence since he is raising two contradictory arguments at the same time. On one hand, it is contended that the respondent-complainant has an efficacious remedy to approach the Civil Court and on the other, he is also disputing the

agreement to sell having ever been executed by him. Such inconsistent and contradictory pleas defeat the case of the petitioner. Consequently, the present petition is dismissed.

January 15, 2026.
raj arora

(VINOD S. BHARDWAJ)
JUDGE

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