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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH
(104)

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Date of decision: 12.03.2026

(Through VC)

Kulwant Singh

..... Petitioner

V/s

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Gobind Singh Randhawa, Advocate,
for the petitioner.

Mr. Hankanwar Jeet Singh, AAG, Punjab.

JASJIT SINGH BEDI, J. (Oral)

The prayer in the present petition under Section 482 of BNSS, 2023 is for the grant of anticipatory bail to the petitioner in case FIR No.18 dated 04.04.2025 under Sections 420, 406, 506 IPC registered at Police Station Bhaini Mian Khan, District Gurdaspur.

2. The present FIR came to be registered at the instance of Hardeep Singh and the same alongwith the enquiry report reads as under:-

I, Hardeep Singh son of Makhan Singh, resident of Village Fattu Barkat, Post Office Mulawal, Tehsil and District Gurdaspur. That I have been cheated of Rs. 30,00,000/- by the above-said accused persons on the pretext of arranging a job for my son. That I had filed an application by appearing in your office on 13-03-2024,

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bearing No. 1002-S.P.-ING. The matter was compromised at the DSP Office, Gurdaspur, on 26-03-2024, wherein the accused persons promised to pay Rs. 18, 60,000/-. The said amount was to be paid in installments. The first installment of Rs. 3,00,000/- was to be paid on 31-08-2024, the second installment of Rs. 4,00,000/- on 28-02-2025, and the last installment of Rs. 11,60,000/- on 30-07-2025. However, when I went to receive the installment of my money on 31-08-2024, the cheque issued to me was dishonored. When I asked them about the dishonor of the cheque, they started abusing me, and the bank account details that had been given to me were blocked by them. When I again asked them about this, they said, "Do whatever you want; we will not return any money to you." That the above-mentioned persons have cheated me and, instead of returning the money, they are threatening to kill me. They have stated that if I come again to demand the money back, they will kill me and my family members or get us killed. They also possess illegal weapons. If tomorrow any loss of life or property occurs to me or any member of my family, the above-mentioned persons shall be solely responsible for the same. It is therefore requested that appropriate legal action be taken against the above-mentioned persons, my money be recovered, and justice be done to me.

Inquiry Report

From the statements and records obtained, it has been found that Kulwant Singh and Kuldeep Singh, sons of Nishan Singh, residents of Paswal, were familiar with the applicant Hardeep Singh, son of Makhan Singh, resident of Fattu Barkat, as they belonged to nearby villages. Kuldeep Singh and Kulwant Singh told the applicant

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Hardeep Singh that they would get his son Lovepreet Singh appointed as a Panchayat Secretary, and in return they demanded Rs. Rs. 30,00,000/- from the applicant Hardeep Singh. The applicant Hardeep Singh agreed to this and promised to give this money to Kuldeep Singh and Kulwant Singh in installments. In return, Kuldeep Singh and Kulwant Singh promised to give a written land agreement of their land as security, and they also verbally stated that if they failed to get the job arranged, they would be bound to register the land in favor of the applicant Hardeep Singh. On 16.05.2017, the applicant Hardeep Singh gave Rs. 12,00,000/- to Kuldeep Singh, and Kuldeep Singh gave a written agreement of Rs. 12,00,000/- to Hardeep Singh, in which Kulwant Singh and others signed as witnesses. Thereafter, Hardeep Singh gave Rs.13,00,000/-to Kuldeep Singh, and Kuldeep Singh executed another written agreement of Rs. 13,00,000/- in favor of Hardeep Singh on 26.03.2019. After this, on 05.02.2021, Hardeep Singh gave Rs. 6, 00,000/-to Kuldeep Singh, and Kuldeep Singh executed a written land agreement for Rs. 6,00,000/- in favor of Hardeep Singh. (Photocopies of the agreements and cheques are part of the evidence.) In this manner, the applicant Hardeep Singh gave Rs. 31, 00,000/- to Kuldeep Singh and Kulwant Singh. However, Kuldeep Singh and Kulwant Singh did not get the job of Panchayat Secretary arranged for Hardeep Singh's son, Lovepreet Singh. Whenever the applicant Hardeep Singh went to the house of Kuldeep Singh and Kulwant Singh to demand the return of his money, they sent him back without returning the money. When the applicant repeatedly demanded his money, Kulwant Singh issued a

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cheque bearing No. 347258 dated 01.01.2024 for Rs. 15,00,000/- drawn on the State Bank of India to Hardeep Singh. When this cheque was deposited by Hardeep Singh in the bank, it was dishonored due to the account being blocked. Thereafter, when Hardeep Singh again demanded his money, Kuldeep Singh issued a cheque bearing No. 000030 dated 30.01.2024 for Rs. 9,00,000/- drawn on UCO Bank to Hardeep Singh. This cheque also dishonored when deposited in the bank. When the applicant again demanded the money, Kulwant Singh and Kuldeep Singh abused him and threatened him, saying that whatever he wanted to do, they would not return the money. The applicant Hardeep Singh then filed an application against them, the investigation of which was marked to Sh. Amolak Singh, DSP Command Center. During the investigation, a settlement was reached for an amount of Rs. 18,60,000/-. As per the settlement, Kulwant Singh executed an affidavit in favor of the applicant Hardeep Singh on 26.03.2024, in which he issued the following cheques i.e. Cheque dated 31.08.2024 of Rs. 3,00,000 Cheque dated 28.02.2025 of Rs. 4,00,000, Cheque dated 30.07.2025 of Rs. 11,60,000. However, the first installment of Rs. 3,00,000 was not paid to the applicant Hardeep Singh by Kuldeep Singh and Kulwant Singh. Thereafter, the applicant Hardeep Singh again filed another application against them. During the investigation of this application, Kuldeep Singh entered into a written agreement on 25.11.2024 to pay Rs.18,60,000/- to the applicant Hardeep Singh. However, Kuldeep Singh and Kulwant Singh again refused to return the money. During the investigation, no charges were found against Amandeep



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Kaur wife of Kulwant Singh and Gursimranjit Singh son of Kulwant Singh, residents of Paswal. From the investigation conducted by the undersigned, it is proved that Kuldeep Singh and Kulwant Singh, sons of Nishan Singh, residents of Paswal, cheated the applicant Hardeep Singh of about Rs. 30,00,000/- and also threatened him by falsely promising to get his son appointed as Panchayat Secretary.

3. The learned counsel for the petitioner contends that the petitioner has been falsely implicated in the present case. No offence as alleged is made out. He has been implicated as he is the real brother of Kuldeep Singh. Neither is the petitioner a beneficiary of the alleged payment nor has any amount ever been credited to his account. The petitioner has merely signed as witness to the agreements executed between his brother and the complainant. As he is ready and willing to join the investigation, he be granted the concession of anticipatory bail.

4. The learned counsel for the State, on the other hand, contends that on the complaint submitted, an enquiry was conducted by the SP (D), Gurdaspur. During the course of enquiry, it was found that the accused has taken 30 lacs from the complainant on the pretext of providing a job of Panchayat Secretary to his son-Lovepreet Singh. Thereafter, a compromise was effected and the accused agreed to return the amount by way of instalments. The accused had also executed an agreement to sell their land to the complainant as security. On 16.05.2017, the complainant had paid Rs.12 lacs to the accused and an agreement to sell was executed. Further,



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another agreement to sell was executed with the accused on 26.03.2019 and Kuldeep Singh received a sum of Rs.13 lacs from the complainant. On 05.02.2021, Kuldeep Singh received a sum of Rs.6 lacs from the complainant and executed another agreement to sell. Thus, accused (Kuldeep Singh and Kulwant Singh) received a total sum of Rs.31 lacs from the complainant. The cheques issued in favour of the complainant have been dishonoured. Therefore, as the offence of cheating is *prima facie* established and the investigation is to be taken to its logical conclusion, the custodial interrogation of the petitioner is required. Therefore, he is not entitled to the concession of anticipatory bail.

5. I have heard the learned counsel for the parties.

6. The Hon'ble Supreme Court in the case of '***Sumitha Pradeep Vs. Arun Kumar C.K. & Anr. 2022(4) RCR (Criminal) 977***', has held that merely because custodial interrogation was not required by itself could not be a ground to grant anticipatory bail. The first and the foremost thing the Court hearing the anticipatory bail application is to consider is the *prima facie* case against the accused. The relevant extract of the judgment is reproduced hereinbelow:-

"It may be true, as pointed out by learned counsel appearing for Respondent No.1, that charge-sheet has already been filed. It will be unfair to presume on our part that the Investigating Officer does not require Respondent No.1 for custodial interrogation for the purpose of further investigation.

Be that as it may, even assuming it a case where Respondent No.1 is not required for custodial interrogation, we



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are satisfied that the High Court ought not to have granted discretionary relief of anticipatory bail.

*We are dealing with a matter wherein the original complainant (appellant herein) has come before this Court praying that the anticipatory bail granted by the High Court to the accused should be cancelled. To put it in other words, the complainant says that the High Court wrongly exercised its discretion while granting anticipatory bail to the accused in a very serious crime like POCSO and, therefore, the order passed by the High Court granting anticipatory bail to the accused should be quashed and set aside. **In many anticipatory bail matters, we have noticed one common argument being canvassed that no custodial interrogation is required and, therefore, anticipatory bail may be granted. There appears to be a serious misconception of law that if no case for custodial interrogation is made out by the prosecution, then that alone would be a good ground to grant anticipatory bail. Custodial interrogation can be one of the relevant aspects to be considered along with other grounds while deciding an application seeking anticipatory bail. There may be many cases in which the custodial interrogation of the accused may not be required, but that does not mean that the prima facie case against the accused should be ignored or overlooked and he should be granted anticipatory bail. The first and foremost thing that the court hearing an anticipatory bail application should consider is the prima facie case put up against the accused. Thereafter, the nature of the offence should be looked into along with the severity of the punishment. Custodial interrogation can be one of the grounds to decline custodial interrogation. However, even if custodial interrogation is not required or necessitated, by itself, cannot be a ground to grant anticipatory bail.***



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7. As per the allegations, the accused received a sum of Rs.31 lacs from the complainant on the pretext of providing his son a job as a Panchayat Secretary. Since as the job was not so provided, a compromise was subsequently effected with the complainant and the accused agreed to return Rs.18,60,000/- to him (complainant). However, the cheque issued was dishonoured. There are other cases pending against the accused as well and they are habitual of cheating people with the promise of procuring Government jobs. As the offence is *prima facie* established and the investigation is to be taken to its logical conclusion, the custodial interrogation of the petitioner is certainly required.

8. In view of the above, I find no merit in the present petition and the same stands dismissed.

9. However, it is made clear that the observations made in this order are only for the purpose of deciding this bail application and the Trial Court is free to adjudicate upon the matter on the basis of the evidence led before it uninfluenced by any such observations made.

10. The pending application(s), if any, shall stand disposed of accordingly.

March 12, 2026
sukhpreet

(JASJIT SINGH BEDI)
JUDGE

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