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

102

Date of decision: 19.03.2026

CRM-M-57247-2025

BACHITAR SINGH ......Petitioner

VERSUS

STATE OF PUNJAB ....Respondent

CRM-M-58985-2025

KAMAL KAUR AND ANOTHER ......Petitioner

VERSUS

STATE OF PUNJAB ....Respondent

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

*****

Present: - Ms. Harshmir Kaur Swaitch, Advocate
for the petitioners.

Mr. Mohit Kapoor, Senior DAG, Punjab.

Mr. Gaurav Datta, Advocate,
Mr. Abhishek Sharma, Advocate and
Mr. Raghav Grover, Advocate
for respondent No.2/complainant.

*****

VINOD S. BHARDWAJ, J. (Oral)

Both these petitions have been filed by two accused for seeking anticipatory bail in case FIR No. 126 dated 02.09.2025 registered under

Section 420 and 120-B of the Indian Penal Code, 1860 at Police Station Bassi Pathana, District Fatehgarh Sahib.

2. The present FIR has been registered on the statement of the complainant, Hardit Singh son of Ajmer Singh, resident of House No. 94, Sarangpur, U.T. Chandigarh.

3. As per the allegations set out in the complaint, the complainant entered into an agreement to sell with four persons, namely Kamal Kaur, Mangat Singh @ Manga Singh, Manpreet Singh, and Bachittar Singh, for the purchase of land measuring 137 Kanal 8 Marlas (Chahi land) situated in village Jodhpur, Tehsil Bassi Pathana, District Fatehgarh Sahib, at a sale consideration of Rs.30,00,000/- per acre. It is alleged that, at the time of execution of the agreement to sell, a sum of Rs.10,00,000/- was paid through banking channels by way of cheques to the tune of Rs. 2.50 lakh each and a further sum of Rs.40,00,000/- was paid in cash as earnest money to the said persons. According to the complainant, the accused persons had insisted upon receiving a larger portion of the consideration in cash, citing their immediate financial requirements and the complainant acceded to the said demand. It is further alleged that the date fixed for execution and registration of the sale deed was 15.10.2022. However, on the said date, despite the complainant having remained present at the Tehsil Complex, Bassi Pathana, along with the requisite balance consideration in cash and through cheques, the accused persons failed to appear for execution of the sale deed. The complainant accordingly got his presence marked before the registering authorities. The complainant has further alleged that despite repeated requests and assurances extended by the accused persons that the sale deed

would be executed within a period of four to five months, the same was not honoured. Ultimately, the accused persons allegedly refused to execute the sale deed and declined to perform their part of the agreement. On the basis of the aforesaid allegations, the complainant has sought legal action against the accused persons for having induced him to part with a substantial amount of money and thereafter refusing to execute the sale deed in respect of the said land.

4. Learned counsel appearing on behalf of the petitioners submits that the petitioners, namely Bachittar Singh and Manpreet Singh (sons) and Kamal Kaur (mother), have been falsely implicated in the present case. It is contended that the allegations pertain to not honouring the agreement to sell dated 30.07.2022, executed between the petitioners in respect of land measuring 137 kanals and 8 marlas situated in village Jodhpur, Tehsil Bassi Pathana, District Fatehgarh Sahib and not getting the Sale deed registered on 15.10.2022. The same is thus a case of breach of contract and the remedy is for filing suit for specific performance of the agreement.

5. Counsel for the petitioners vehemently contends that there is no specific role or overt act has been attributed to the petitioners in the present case and that the allegations levelled in the FIR are vague, general and omnibus in nature, thereby failing to satisfy the essential ingredients of the offences alleged. Recital in the FIR only cull out a civil dispute *inter se* between the parties arising out of an alleged agreement to sell between the parties. It is contended that instead of availing the civil remedy as per law, the complainant has sought to give a criminal colour to the same, with an intent of exerting pressure upon the petitioners.

6. Learned counsel for the petitioners further contends that the Jamabandi for the year 2019–2020, does not reflect the name of petitioner Bachittar Singh as an owner of the land in question and that in the absence of any right, title, or interest in the property, the agreement to sell could not have been validly executed. Learned counsel submits that the respondent–complainant failed to exercise due diligence at the time of entering into the alleged transaction, particularly in light of the well-settled principle of caveat emptor. It is further argued that, in fact, no agreement to sell was ever executed between the parties. Counsel submits that the transaction in question was merely a loan transaction to the tune of Rs.10,00,000/-and signatures/thumb impressions were obtained on the blank stamp paper by the respondent–complainant, at the time of advancing the said loan. It is contended that the said documents have now been misused and converted into an agreement to sell, thereby giving rise to the present criminal proceedings. Learned counsel vehemently submits that a Civil Suit No. 661 of 2025 has already been instituted by the petitioners, seeking a declaration to the effect that the agreement to sell dated 30.07.2022 is illegal, null and void, non est and without consideration, having been obtained by fraud and misrepresentation. The said civil suit is stated to be pending adjudication before the competent court thus re-iterating civil nature of the dispute. It is further submitted that the petitioners have joined the investigation pursuant to the interim protection granted by this Court vide order dated 03.11.2025 and custodial interrogation is no longer required. On these grounds, it is prayed that the present petition be allowed.

7. Learned State Counsel as well as the Counsel for the respondent-complainant do not dispute that the petitioners herein have joined investigation, however, it is informed that the petitioners have been indulging in a regular pattern of practicing deceit by repeatedly entering into agreements to sell in respect of the same parcel of land with different persons and entered into an agreement with them as well without disclosing prior transactions. It is contended that as a matter of fact, the petitioners entered into an agreement to sell with one Sukhwant Singh on 09.08.2021 for the same land. One agreement to sell was also executed by Mangat Singh on 05.06.2019 in favour of Sukhjeet Singh for land measuring 8 Kanal. Sukhjeet Singh entered into a further agreement to sell dated 26.08.2021 with Sukhwant Singh for land measuring 8 Kanal. Mangat Singh also entered into agreement to sell on 02.08.2021 for land measuring 24 Kanal 4 Marla in favour of Sukhwant Singh. The accused-petitioners did not make any disclosures before entering into agreement to sell with them on 30.07.2022. It is thus contended that the petitioners have been using the same land documents to induce multiple persons and have thereby engaged in a systematic course of fraudulent conduct and thus the petitioners do not deserve the concession sought.

8. Learned counsel for the respondent–complainant has vehemently opposed the plea advanced on behalf of the petitioners and contended that the attempt to portray the dispute as purely civil in nature is wholly misconceived and liable to be rejected since the consistent pattern of conduct exhibited by the petitioners by way of executing multiple agreements to sell in respect of the same land with different persons, clearly

demonstrates a deliberate and concerted effort to deceive innocent purchasers and thereby induce them to part with substantial sums of money. It is further contended that the modus operandi thus adopted by the petitioners is to execute agreement(s) to sell, receive consideration and thereafter deliberately avoid execution of the sale deed and thereby retaining the money. In such circumstances, the initiation of civil proceedings by way of a suit for declaration is only a calculated step to create a defence and to shield themselves from criminal liability and therefore, deserves no credence.

9. Learned counsel has also argued that the plea taken by the petitioners that no agreement to sell was ever executed stands contradicted by their own conduct, inasmuch as the petitioners have filed a civil suit wherein they have admitted to having affixed their thumb impressions/signatures on stamp papers of Rs.3,500/-. It is contended that the self serving denial that the said stamp papers were blank at the time of affixation of thumb impressions cannot be accepted, at this juncture, since, the agreement to sell placed on record clearly indicates that the document is not prepared on pre-signed or pre-thumb-marked papers. Rather, the sequencing of signatures and thumb impressions, spacing between lines etc. all reflects that the same were appended after the recitals had been duly recorded. It is further submitted that the agreement was executed in the presence of witnesses and entered in record at the time of purchase of stamp, thereby lending credibility to its authenticity. It is contended that the petitioners were under a legal obligation to disclose the existence of prior agreements or encumbrances in respect of the land in question. Their failure

to do so, coupled with the execution of successive agreements, clearly attracts the ingredients of the offences alleged.

10. It is further contended by learned counsel for the respondent–complainant that so far as the contention of the petitioner particularly to the effect that the Jamabandi for the year 2019–2020 does not reflect their ownership is concerned, the same is in consequential in as much as the petitioners derived their title from their deceased father Gurdev Singh and therefore, their interest in the property cannot be negated merely on the basis of a particular revenue entry. It is argued that, in transactions of this nature, the sale deed becomes enforceable even against the ostensible share which ultimately falls to the executants, and therefore, the absence of mutation or reflection in the revenue record at a given point of time does not ipso facto invalidate the transaction.

11. It is stated that if the above argument is accepted, it would instead make an even stronger case that the petitioner executed the agreement to sell despite not having a share of land. The said argument is itself making out a case of cheating.

12. Learned counsel further contends that the contradictory arguments of the petitioners in denying the execution of the agreement to sell, on one hand and disputing the ownership of the land, on the other clearly demonstrate that the petitioners have acted with mala fide intent from the very inception and that the case is not one of mere non-performance of contractual obligations, but of deliberate and calculated deception.

13. I have heard learned Counsel appearing on behalf of the petitioner and have gone through the documents appended alongwith the present petition.

14. A specific query was put to learned counsel for the petitioners as to why the recitals regarding the earlier agreements were not incorporated in the agreement to sell dated 30.07.2022 executed with the respondent–complainant. Counsel for the petitioners is not in a position to furnish any satisfactory explanation for the non-disclosure of the previous agreements in the said document.

15. Counsel for the petitioners further does not dispute that the thumb impression/signatures appearing on the agreement to sell are those of the petitioners herein, however, she submits that the same were affixed on blank papers, which *prima facie* appears to be an afterthought at this stage, as the manner and placement of the thumb impressions/signatures on the document does not, in any manner, indicate that the same were obtained on blank stamp papers.

16. In order to attract the ingredients of an offence under Section 420 of the Indian Penal Code, it is required to be established that there was a false representation or assurance made by the accused, which such representation induced the victim to part with property or valuable consideration. In the present case, it prima facie emerges that the petitioners failed to make a full and candid disclosure regarding the existence of prior agreements executed in respect of the same land and, despite such prior encumbrances, proceeded to execute the agreement to sell dated 30.07.2022 with the respondent–complainant. The contention raised on behalf of the

petitioners that a sum of Rs.40,00,000/- paid in cash was not received by them does not materially change their liability at this stage, particularly when the receipt of Rs.10,00,000/- through banking channels is not disputed. Moreover, the agreement to sell itself contains a specific recital acknowledging receipt of Rs.40,00,000/- in cash in the presence of attesting witnesses, who are signatories to the document. The submissions sought to be advanced by the petitioners, therefore, partake the character of a defence, which is a matter to be adjudicated upon during trial. Such pleas, at this stage, cannot be accepted to conclude that the case is purely documentary in nature or devoid of the essential ingredients constituting the alleged offence.

17. It is thus not a case of a mere failed commercial transaction or a simple breach of an agreement to sell. Rather, it prima facie appears to be a case where a fraudulent transaction was orchestrated by the petitioners, who used property documents as a bait to induce prospective purchasers and cause them to part with substantial amounts of money. The circumstances, at this stage, do not operate in favour of the petitioners and instead indicate a prima facie element of dishonest intention. The institution of the civil suit by the petitioners, as a means to carve out a defence for themselves, cannot be accepted as an infallible defence so as to shield the petitioners from criminal liability. The mere pendency of civil proceedings does not eclipse the criminality of the acts alleged. The Court, in such circumstances, is required to examine the substance of the allegations and to see through the facade sought to be created by the accused by instituting civil proceedings and to avoid being misled by such attempts to camouflage the underlying misconduct.

18. While considering the claim for pre-arrest bail, a Court is expected to look at all ancillary and surrounding circumstances to ascertain the offence. Nature of allegation, manner in which offence is committed, the crime being a chance offence or being a pre-meditated and orchestrated one are amongst a few things to be borne in mind. Once a calculated offence, well orchestrated and executed is reflected, the indulgence and equity may cease in favour of an accused.

19. Finding no merit, the present petitions are accordingly dismissed.

(VINOD S. BHARDWAJ)
MARCH 19, 2026 **JUDGE**
Vishal Sharma

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No