IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

(102)

CRM-M-63044-2025 (O & M)
Date of decision: 09.03.2026

(Through VC)

Sahdev …... Petitioner

V/s

State of Haryana ...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Arun Sharma, Advocate,
for the petitioner.

Mr. Viney Phogat, DAG, Haryana.

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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.0217 dated 07.06.2025 under Section 318(4) of BNS registered at Police Station Bilaspur, District Gurugram.

2. The present FIR came to be registered at the instance of Sonu and reads as under:-

To, SHO Sir, Bilaspur, Gurugram. Respected sir, Regarding cheating me by making a deal with me for the land, collecting the full price of Rs.1,30,00000/- from me and getting the same land transferred in the name of his son, thereby cheating me. The applicant makes the following request. 1. Respected sir, That I Sonu son of Sh. Bahal Singh son of Sh. Ramswaroop is permanent resident of village chandla Dugarwas, Tehsil

Manesar, District Gurugram. 2. Sir I have purchased a land which is khewat Khata No.152/157, Mustil No.73, killa no. 22/2 (4-0), 23/1 (5-19), 23/3 (0-9), 1/12 share of kitta 3 area 10 Kanal 8 Marla, Bakdar 0 Kanal 17 Marla 3 Sarsai and Khewat/khata no.153/158, Musteel No.100, Killa no.2/2 (4-0) 3(8-0), 8/1 (40), 9(80), 10/1 (20) Kita 5, area 26 Kanal 0 Marla, 1/21 part of which is Bakdar 2 Kanal 3 Marla 3 Sarsai, thus, the toral area of the above Khewat accounts in 3 Kanal 0 Marla 6 Sarsai, located in Manesar, Tehsil Manesar, District Gurugram, purchased from Sahdev, son of late Rampal, son of Shri Ram, resident of village Manesar, Tehsil Manesar, District Gurugram. 3. Sir, I came to know that the defendant has transferred the same property which was sold to me to his son Shivansh of Shri Sahdev son of Shri Rampal, resident of village Manesar, Tehsil Manesar, District Gurugram, vide Will No. 10835 dated 21/11/2024. It is important to mention here that the defendant was fully aware of son the agreement dated 29/10/2024 between us regarding the above land which was executed by the defendant in my favour and later the defendant transferred the same land in the name of his son through wrong, illegal and fraudulent means which is wrong, illegal and against the law. 4. Sir, the defendant entered into an agreement with the plaintiff on 29/01/2024 for sale of the above land and the total sale price between the plaintiff and the defendant was fixed at Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakh only) and the defendant assured the plaintiff that The above land is free from all encumbrances. Sir, it is important to state here that after making the full and final payment for the land, the defendant handed over possession of the land to me and I have paid the entire sale price of Rs. 1,30,00,000/- to the defendant In the following manner: (i) Rs. 17,50,000/-through RTGS *bearing No. CNRBR52024091788845356 dated 17/09/2024, (ii) Rs.3,00,000/- through Cheque bearing No. 202056 dated 17/09/2024, (iii) Rs.15,00,000/- through RTGS bearing No. SBINR52024092550534193 dated 25/09/2024, (iv) Rs.20,00,000/- through RTGS vide SBINR520240949097849 dated 19/09/2024, (v). Rs.14,00,000/- through RTGS vide number HDFCR52024100197933636 dated 01/10/2024, (vi) Rs.20,00,000/- through RTGS vide number CNRBR52024092089147552 dated 20/09/2024, (vii). Rs.7,00,000/- through RTGS whose number is SBINR52044101454889908 14/10/2024 and Rs. 33,50,000/- in cash was dated received by the above mentioned Sahdev in the presence of witness Vinod Kumar son of Shri Dhoop Singh, resident of village Dhani District Shankar Wali, Tehsil Pataudi, Gurugram as full and final payment of the agreement and the conditions of the agreement which were made between me and the defendant are written on that agreement and the conditions of the agreement are as follows: (i) It is that the buyer can get the registry/bayanama/mukhyaranama done whenever he wants, there will be no penalty: If the buyer, refuse to get the registered sale deed or any other document executed in favour of the buyer, then the buyer will have the right to appear before the court in the spirit of this agreement and get the registered sale deed / power of attorney or any other document executed in his name or in the name of his nominee. I, the agree or will have no excuse or objection and in such a situation, the agree or will be bound to pay all the expenses including costs. (ii) It is that if any dispute is found on the above-mentioned land on the question of ownership, then I, the agree or, will get it purified and cleared up to the extent of getting the registered sale deed / power of attorney executed. (iii) It is agreed separately that in* *case of getting the registered /power of attorney executed, all the expenses including sale deed, stamp etc. will be the responsibility of the buyer. (iv) It is that the buyer may get the registered sale deed/power of attorney executed in his name, in the name of his nominee or in the name of any other person, I the agreement maker will have no excuse or objection. (v) It is that if due to any legal defect or question of ownership, the registered sale deed/power of attorney is not executed in the name of the buyer, then the agreement maker will be responsible for refunding the total amount collected through agreement along with expenses. (vi) It is that if the buyer now makes any construction of any kind within the above-mentioned area, I the agreement maker will have no excuse or objection. The buyer may use the above-mentioned area for residential/commercial purposes, I will have no excuse or objection. (vii) It is that as long as I, the covenantor, am alive, I will be bound to get the above-mentioned land registered in favor of the buyer through the sale deed/power of attorney and after my death, my legal heirs will be bound to get the above-mentioned land registered in favor of the buyer through the sale deed/power of attorney or any other document. (viii) It is that I and my legal heirs will be bound by this sale deed. 3. Sir, at the time of agreement, I had given Rs. 1,30,00,000/- to the above-mentioned defendant and after taking Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakh only) from me, the defendant transferred the above-mentioned land in the name of his son Shivansh, which is wrong, illegal and against the law and the defendant has cheated me and transferred the above-mentioned land through blood relation. Therefore, Sir, I request you with folded hands to negotiate the above land with me. Strictest legal action should be taken against the person who fraudulently transferred* *the land to his son after taking the entire amount of Rs.1,30,00000. SD Sonu.*

3. The learned counsel for the petitioner contends that the petitioner has been falsely implicated in the present case. The dispute, if any, is of a civil nature. As he is ready and willing to join the investigation, he is entitled to the concession of anticipatory bail.

4. The learned counsel for the State, on the other hand, while referring to the status report dated 14.11.2025 which is already on record contends that the petitioner first entered into an agreement to sell with the complainant on 29.10.2024 and received a sum of Rs.1,30,00,000/- by bank transactions and cash. Thereafter, he proceeded to transfer the same property in the name of his own son-Shivansh vide document/Vasika No.10835 dated 21.11.2024. Therefore, the intention to cheat on the part of the petitioner is apparent. 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 and 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 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.***"

7. The relevant extract of the status report dated 14.11.2025 filed by way of an affidavit of Vishal, HPS, Assistant Commissioner of Police, EOW, Gurugram is as under**:-**

> *4. That during the course of investigation, on 05.07.2025, the complainant was associated with the investigation of the case and he produced copy of the agreement dated 29.10.2024, were being taken into police possession. Statements of witnesses were being recorded.*
>
> *5. That during the course of further investigation, witnesses to the agreement namely Vinod Kumar and Mahendra Singh witnesses and witnesses who gave money as private loan to the complainant for purchasing land namely, Balkishan, Shri Bahal Singh S/o Ramswaroop, who is the father of complainant also joined in the investigation of the case and their respective statements were recorded.*
>
> *6. That during the course of investigation, certified copies of Vasika No.10835 dated 21.11.2024 were obtained from Tehsil*

Manesar, Gurugram and were taken into police possession. Further, bank account statements of the complainant's father Bahal Singh's SBI Bank Account Numbers 31177502861 and 31177503637; complainant's sister Pramila and brother-in-law Ashok's SBI Bank Account Number 20035699779; complainant's CANARA Bank account statement, complainant's friend Balkishan's HDFC Bank Account Number 50100163698779; and petitioner Sahdev's Indusind Bank Account statement pertaining to bank account number 158802010020, were obtained and were taken into police possession. From the perusal of the same, it had transpired that the complainant and his associates were continuously transferring amounts of ₹17,50,000/-, ₹3,00,000/-, ₹20,00,000/-, ₹15,00,000/-, ₹14,00,000/-, and ₹7,00,000/- respectively, into the Indusind Bank of the petitioner, and an additional ₹33,50,000/- was being paid in cash.

7. That during the further course of investigation, the bank account statement of the petitioner was perused and from the perusal of the same, it had further transpired that the petitioner had withdrawn and had further transferred the amount to the tune of Rs.97,50,000/-, which were received from the complainant.

8. That during the course of further investigation, a lien of Rs.1,30,00,000/- was requested by the investigating agency and in pursuance thereof, a lien of Rs.1,30,00,000/- was put on the petitioner's bank account no. 158802010020.

9. That during investigation, the transfer deed was perused and it had transpired that the petitioner. with dishonest intention, was transferring the same land to his son, thereby deriving undue financial benefit of ₹1,30,00,000/- and causing wrongful loss of an the same amount to the complainant.

XXXX XXXX XXXX

12. That as far as the role of the petitioner is concerned, the petitioner had played an active and direct role in the commission of the present crime. The allegations levelled against the petitioner are that firstly the petitioner had entered into an agreement with the complainant on 29.10.2024 for the sale of the land and in pursuance thereof, the petitioner had received an amount of Rs.1,30,00,000/- from the complainant as payment of the land. However, later on the petitioner had transferred the same property to his son Shivansh, which he had transferred to the complainant, vide vasika No.10835 dated 21.11.2024, with dishonest intention to cheat and defraud the complainant and caused financial loss of 1,30,00,000/- to the complainant.

8. A perusal of the aforementioned facts would establish that firstly, the petitioner entered into an agreement to sell dated 29.10.2024 for the sale of the land and in pursuance thereof an amount of Rs.1,30,00,000/- from the complainant. However, later on, the petitioner transferred the same property in the name of his own son-Shivansh vide Vasika No.10835 dated 21.11.2024. Therefore, dishonest intentions to cheat and defraud the complainant is apparent. As the offence is *prima facie* established and the investigation is to be taken to its logical, the custodial interrogation of the petitioner is certainly required.

9. In view of the above discussion, I find no merit in this petition and the same stands dismissed.

10. 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.

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

March 09, 2026 **(JASJIT SINGH BEDI)**
sukhpreet **JUDGE**

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