



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

106

CRM-M-63768-2025 (O&M)

Date of decision: 25.02.2026

Yash Pal Singh Rana

...Petitioner(s)

VERSUS

State of Haryana

...Respondent(s)

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

Present :- Mr. Sumit Gupta, Advocate for the petitioner(s).

Ms. Chhavi Sharma, AAG Haryana.

Mr. Gagandeep Rana, Advocate for the complainant.

VINOD S. BHARDWAJ, J. (Oral)

CRM-50023-2025

Application is allowed as prayed for subject to all just exceptions. Transfer deed dated 31.10.2023 (Annexure P-12), Mutation dated 15.11.2023 (Annexure P-13) and Sale Deed(s) dated 15.10.2024 (Annexure P-14) are taken on record.

Registry is directed to tag the same at an appropriate place with page marking.

Main case:

1. The instant petition has been filed for grant of anticipatory bail to the petitioner in case bearing FIR No.318 dated 16.05.2025 registered under Sections 318(4), 336(3), 338, 340 (2) and 61 of the Bharatiya Nyaya Sanhita, 2023 at Police Station Sector-10A, Gurugram.



2. Reply/status report filed by way of affidavit dated 24.11.2025 on behalf of respondent-State is already available on file and the same is taken on record. Registry is directed to do the needful.

3. Tersely put, the case of prosecution is that complainant-Smt. Mewa Devi move an application regarding filing of a case against Joint Deputy Registration Officer Kadipur (Sub-Registrar Kadipur, Gurugram) etc. for registering the disputed land of Khewat 703/647 Khatoni no. 792 Khasra no. 1018 area 17-12 Bakdim Waka Siwana Mauja Khandsa sub-tehsil Kadipur district Gurugram by collusion, fraud, forgery, conspiracy and by disobeying the stay order issued by the High Court. It was further submitted that a case, titled Rajbala vs. Meva Devi, is pending in the High Court, Chandigarh, regarding the land in dispute wherein a stay had been granted. However, despite the stay by the High Court, Chandigarh, all the accused persons conspired together and, in defiance of the court's stay, accused Yashpal sold 180 square yards, out of the above land, vide sale deed No. 9733, on 15.10.2024, in the name of Mrs. Mukesh, wife of Mr. Mahendra Singh, resident of House No. 127, near Balaji Temple, village Khandsa, Tehsil Kadipur, District Gurugram. Further, out of the above mentioned land, 850 sq. yards of land had been sold by Yashpal Singh Rana, son of Mr. Bhan Singh, resident of village Salwan, District Karnal, vide sale deed No. 9734, on 16.10.2024, in favour of Mrs. Pravesh, wife of Mr. Gajendra Singh, resident of House No. 1805, Bharna Kuan, near Government School, village Khandsa, Tehsil Kadipur, District Gurugram. An area measuring 200 sq. yards had been sold by Yashpal Singh Rana, son



of Shri Bhan Singh, vide sale deed no. 9735 dated 15.10.2024, in favour of Smt. Alka, wife of Shri Ajay Kumar and Smt. Shivani, wife of Deepak, residents of house no. 265, Bharna Kua, village Khandsa, tehsil Kadipur, district Gurugram. Area measuring 610 sq. Yards had been sold by Yashpal Singh, son of Shri Bhan Singh, vide sale deed No. 9736 dated 15.10.2024 in favour of Smt. Mamta Gaur, wife of Shri Deepak Gaur, resident of house no. 21, village Khandsa, Tehsil and District Gurugram and Smt. Poonam, wife of Shri Avneesh Raghav, resident of house no. 208, village Khandsa, sub tehsil Kadipur, district Gurugram. All the culprits were fully aware that a stay had been issued on the above-mentioned land, and that the Patwari records and Jamabandi clearly state that there is a complete ban on registration or any kind of disposal of the above-mentioned land. Despite this, the land was sold by keeping the law aside, through collusion, fraud, forgery and conspiracy. On this complaint, present case has been registered.”

4. Learned counsel appearing on behalf of the petitioner contends that the present FIR rests upon manipulated and misconceived allegations, which are essentially twofold in nature:

- (i) that alienation of property took place despite an order of stay granted by the Court; and
- (ii) the Jamabandi of the year 2017-18 had been forged by the petitioner.

5. Learned counsel appearing on behalf of the petitioner contends that the property was initially owned by one Mewa Devi wife of late Vijay Singh and daughter of Rattan Singh resident of village Bapora, Tehsil and



District Bhiwani to the extent of a 1/6th share. It is contended that in the year 1989, the said Mewa Devi approached Raj Bala-wife of the petitioner herein, with a proposal to lease out the land. Pursuant thereto, the land was taken on lease by Raj Bala for a total consideration of Rs.10,000/- per annum for a period of 60 years, in terms mutually agreed between the parties. A registered lease deed was executed vide vasika No.4098 dated 25.08.1989 in the office of Sub-Registrar, Gurugram. It is further submitted that the entire agreed lease consideration was paid to the lessor to her complete satisfaction at the time of execution of the registered instrument.

6. It is further contended that Smt. Raj Bala, wife of the petitioner, remained in peaceful and continuous occupation and possession of the land in question pursuant to the aforesaid lease. Subsequently, the complainant, acting through her duly constituted General Power of Attorney holder, Jagpal, executed a registered sale deed bearing Vasika No. 5291 dated 25.09.1989 in favour of Smt. Raj Bala for a total sale consideration of Rs.3,03,830/-.

7. The complainant, however, became dishonest later in point of time and filed a civil suit in the year 1991 challenging the said GPA and the subsequent sale deed executed in favour of Smt. Raj Bala. The said civil suit was however dismissed by the District Court, Gurugram vide judgment and decree dated 09.09.2000. Aggrieved thereby, the complainant preferred a First Appeal, which was allowed vide judgment dated 30.07.2004 resulting in setting aside of the judgment and decree of the Civil Court. Against the said judgment, a Regular Second Appeal bearing No.3223 of 2004 was



preferred before this Court. The same was admitted and notice was issued to the complainant-Mewa Devi. It is contended that during the pendency of the aforesaid Regular Second Appeal, the parties arrived at an amicable settlement on 06.08.2021. In terms of the said settlement, the complainant admitted to having sold the land in question to Smt. Rajbala and acknowledged the receipt of the complete payment towards the sale consideration. The compromise deed was duly placed on record before this Court and the settlement was accepted by the counsel representing the complainant, thereby evidencing the resolution of the inter se dispute concerning the property.

8. It is submitted that upon noting their no objection, this Court, vide judgment dated 14.09.2021, disposed of Regular Second Appeal No. 3223 of 2004, making the terms of the compromise a part of the judgment. Thereafter, vide a family transfer deed bearing *vasika* No.9211 dated 31.10.2023, the property in question was transferred by Smt. Rajbala in favour of the petitioner herein.

9. Counsel contends that subsequent to the disposal of the RSA, the complainant filed CM-5828-C of 2021 in CM-3303-04-C of 2021 in RSA-3223-2004 before this Court, seeking rehearing of the matter on merits on the allegation that the compromise recorded earlier and resulting in decision of the RSA, was fraudulent.

10. Learned counsel further submits that notice in the said application was issued against the old address, as mentioned in the memo of parties filed in the RSA, notwithstanding that the compromise dated



06.08.2021, placed before this Court, specifically mentioned the current and correct address of the petitioner. It is contended that the complainant, though fully aware of the updated address, deliberately chose not to effect service at the same. It is contended that an interim order dated 27.02.2024 had been passed by this Court, restraining further alienation of the property, however, no steps were taken by the complainant to either ensure that a *rapat* entry is made in the *roznamcha* of the Patwari about the order granting stay or that the office of the Sub-Registrar is apprised of the same. The petitioner eventually proceeded to execute a sale deed in respect of certain shares in the property in October 2024. It is further submitted that thereafter the complainant also preferred a contempt petition against the petitioner. Counsel for the petitioner vehemently contends that the above CM-5828-C of 2021, filed by the complainant, alleging fraud by the petitioner was dismissed by this Court vide order dated 31.01.2026 after recording that the application constituted a dishonest and fraudulent attempt on the part of the complainant herself. The operative part of the said order reads thus:-

“7. *I have heard learned counsel for the parties and perused the record.*

8. *At the outset, it deserves to be noted that Order XXIII Rule 3-A CPC bars a separate suit to challenge a compromise decree on the ground that the compromise is not lawful. Though such a challenge can be raised before the same Court which recorded the compromise, the burden lies heavily on the applicant to establish fraud, misrepresentation or lack of*



authority by clear, cogent and convincing evidence.

9. *In the present case, the documentary record completely belies the allegations made by the applicant. Annexure R-1, the registered General Power of Attorney dated 16.04.2021, clearly authorizes her son and grandson to act on her behalf in matters pertaining to the disputed property. Annexure R-2, the mutual settlement dated 28.08.2021, bears the thumb impression of the applicant and is also signed by her son Manoj as an attesting witness. The receipts Annexure R-3 and Annexure R-4 clearly establish that the entire agreed amount of ₹40 lacs was received, partly through her attorney and partly by the applicant herself.*

10. *Significantly, the compromise dated 06.08.2021 (Annexure A-1), which was placed before this Court and formed the basis of disposal of the appeal, is duly thumb-marked by the applicant, signed by her son Manoj and grandson Devender Singh, notarized, and attested by independent village dignitaries, namely Tej Pal, Namberdar; and Ex-Sarpanch of Gram Panchayat, Bapora. These circumstances clearly establish the voluntary nature of the compromise.*

11. *The plea of fraud is not only bald and unsubstantiated but is also directly contradicted by the documentary evidence and the conduct of the applicant in*



accepting the entire settlement amount. A party who has derived substantial benefit under a compromise cannot be permitted to approbate and reprobate by accepting the consideration and thereafter challenging the compromise.

12. *This Court finds that the present application is nothing but an attempt to resile from a concluded settlement, motivated by greed and an intent to harass the appellants after having received ₹40 lacs. No ground is made out for recalling the order dated 14.09.2021.”.*

11. It is further submitted that all the above relevant facts were put before the Contempt Court and upon consideration thereof the Contempt petition was also dismissed vide order of even date. He thus contends that the allegations with respect to the petitioner having no subsisting right in the property or having obtained the compromise by way of a fraud thus stands belied. It is emphasised that this Court, while dismissing the application alleging fraud, recorded a categorical finding that the attempt made by the complainant was itself dishonest and fraudulent in nature. The allegation is thus bereft of merits.

12. Adverting to the second limb of the allegation about the Jamabandi for the year 2017-18 having been forged, counsel contends that the relevant sale deeds have been specifically appended and placed on record and their execution remain undisputed. He contends that there is no reference in the impugned proceedings to any Jamabandi entry for the year 2017–18 which is alleged to have been fabricated, hence, in the absence of



such reference or material, there was no occasion whatsoever for the petitioner to forge or manipulate any revenue record or mutation entry. It is submitted that in any case, the entire transaction is based upon documentary evidence for which custodial interrogation of the petitioner is not required.

13. Learned State counsel and counsel for the complainant, are not in a position to refute the allegations and the documents placed on record by the counsel for the petitioner.

14. Consequently, the present petition is allowed. The petitioner is directed to join the investigation as and when called upon to do so and in the event of his arrest, he shall be released on bail to the satisfaction of Investigating Officer/Arresting Officer, subject to the conditions as specified under Section 482 of the Bharatiya Nagarik Suraksha Sanhita (BNSS) of 2023.

15. It is made clear that if pursuant to and in compliance with this order, the petitioner does not cooperate with the investigating agency or misuses the concession, the investigating agency would be at liberty to move an appropriate application for seeking cancellation of bail.

(VINOD S. BHARDWAJ)
JUDGE

25.02.2026
Mangal Singh

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