



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CRM-M-64071-2025
Date of decision: 26.02.2026

HARWINDER SINGH SEKHONPetitioner
VERSUS

STATE OF PUNJAB AND ANOTHERRespondents

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

Present: - Mr. Harneet Singh Oberoi, Advocate with
Mr. Anmolpreet Kaur, Advocate,
Mr. Ketan Garg, Advocate and
Mr. Kunwar Sher Singh, Advocate
for the petitioner.

Mr. Mohit Kapoor, Senior DAG, Punjab.

VINOD S. BHARDWAJ, J. (Oral)

The petitioner has filed the instant **first petition** under Section 482 of the BNSS, 2023 for grant of pre-arrest bail in case bearing FIR No. 174 dated 05.09.2025 registered under Sections 406, 420 and 120-B (wrongly mentioned as Section 120) of the Indian Penal Code, 1860 at Police Station Chheharta, District Amritsar.

2. The FIR in the present case has been registered on the complaint submitted by Jaswant Singh son of Dalbir Singh, which reads thus:-

“I, Jaswant Singh son of Dalbir Singh, resident of Gali No. 04, Kartar Nagar, Cheharta, Amritsar, on 28-05-2023 purchased one Mercedes C-220 car, model year 2015, number CH01-CQ-9930, from Harvinder Singh Sekhon son of Partap Singh, resident of village and post office Adliwal, Tehsil Ajnala,

District Amritsar, through A TO Z Car Point Mohali, Sector-82, Plot No. 433, for an amount of ₹17,50,000/-. The car's chassis number is WDD 2050022F128824 and the engine number is 65192132560047. At the time of purchasing the said car, I took a loan of approximately 12 lakhs from ICICI Bank, for which I have been paying a monthly installment of ₹37,073/- from my account. My son was about to go abroad, and I was in need of money. Therefore, I discussed selling the car with Harvinder Singh Sekhon, who arranged the deal for ₹14,50,000/- with Ranjodh Singh and Karan, owners of A TO Z Car Point, Mohali. Harvinder Singh Sekhon gave me a cheque of ₹85,000/- (Cheque No. 000002 dated 26-02-2024) as part payment/advance and assured that the remaining amount would be paid within two months and the car would be transferred thereafter. I encashed this cheque on 28-02-2024. Believing Harvinder Singh Sekhon's words, I handed over my car to him, which he gave to Ranjodh Singh for selling. After some time, when I contacted Harvinder Singh Sekhon, he told me to collect the payment from Ranjodh Singh and Karan, owners of A TO Z Car Point, Mohali. We went to them 4-5 times, but every time they made some new excuse and assured us of payment but never paid. Upon repeatedly demanding money, A TO Z Car Point Mohali gave me another cheque (No. 000023 dated 10-06-2024) for ₹2,08,000/- drawn on IDFC First Bank, Mohali, in my name, which was returned unpaid due to insufficient funds. Thereafter, I visited their office in Mohali many times, but they neither returned my car nor repaid my money. I still possess the RC and the second key of the car. I am a senior citizen, and since my son has gone abroad, there is no one else at home to pursue this matter. Harvinder Singh Sekhon and the owners of A TO Z Car Point, Mohali Ranjodh Singh and Karan deceitfully took my car from my house, and now they are neither making the payment nor providing any information about the car. I fear that they may misuse my car in the future. Therefore, I request

that strict legal action be taken against them and justice be granted to me.”

3. Learned Counsel appearing on behalf of the petitioner-Harwinder Singh Sekhon submits that as per the allegations set out in the FIR, the petitioner introduced the complainant to the car dealer i.e. A to Z Car Point. The transaction was later finalized *inter se* between the complainant as well as the car dealer (Petitioner in CRM-M-1011-2026). He contends that after having purchased the said car, the complainant later wanted to sell it and got in touch with the car dealer A to Z Car Point. The dispute pertaining to non-payment arose out of the second transaction. The petitioner thus cannot be held liable for any relationship *inter se* between the complainant and the car dealer. He contends that apart from knowing the said car dealer, the petitioner has not participated in the transaction *inter se* between the complainant-Jaswant Singh and the car dealer in any manner whatsoever. He contends that after the arrest of the petitioner had been stayed, he went to the Police Station to join investigation, however, he was not associated by the official respondent. He contends that the case at best is a monetary transaction for which custodial interrogation of the petitioner is not required. The car in question is in the name of the petitioner and the recovery of the car, if any, is to be made from Ranyodh Singh and not from the petitioner.

4. Learned State Counsel does not dispute the aforesaid facts, however, he contends that there are certain bank transactions *inter se* between the petitioner and the co-accused- Ranyodh Singh. He, however, does not dispute that the aspect of the said bank transactions is based on documentary evidence for which custodial interrogation of the petitioner may not be required.

5. It is further submitted that since only the arrest of the petitioner had been stayed and the petitioner had not been joined in the investigation, hence, the Investigating Officer did not associate the petitioner with the investigation.

6. I have heard learned Counsel appearing on behalf of the respective parties and have taken into consideration the nature of allegations levelled against the petitioner, as noticed above, and the fact that the primary allegation of having sold the car is on the co-accused Ranyodh Singh, who was to make the payment and considering the fact that there is no direct correlation of the petitioner with the car dealer i.e. A to Z Car Point at Mohali and the matter may be based on documentary evidence for which custodial interrogation of the petitioner is not required. There is no other pending case apart from one FIR having been registered which stands quashed.

7. The present petition is allowed and the petitioner shall appear before the Investigating Officer on **02.03.2026** whereupon he shall be admitted to interim bail by the arresting officer/investigating officer on furnishing of bail bonds by him to the satisfaction of the arresting officer/investigating officer. The petitioner shall also abide by the conditions as specified under Section 482 of the BNSS, 2023. He shall continue to appear before the Investigating Officer as and when required to do so. The prosecution shall be at liberty to move an application for seeking cancellation of the bail in the event of petitioner not associating with the investigation as and when required to do so.

FEBRUARY 26, 2026

Vishal Sharma

**(VINOD S. BHARDWAJ)
JUDGE**

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