

2026:PHHC:027932



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

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**CRM-M-69513-2025
Date of Decision: 18.02.2026**

TARUN RALLI

... Petitioner

VERSUS

STATE OF HARYANA AND ANOTHER

... Respondents

CORAM: HON'BLE MR. JUSTICE H.S. GREWAL.

Present: Mr. Sandeep Kumar Tada, Advocate
for the petitioner.

Ms. Ruchi Sekhri, Addl. A.G., Haryana.

H.S. GREWAL, J. (ORAL)

The instant petition has been filed under Section 528 of Bharatiya Nagrik Suraksha Sanhita, 2023 seeking quashing of FIR No.0005 dated 03.01.2025 under Section 318(4) of BNS, 2023 registered at Police Station Sector 10, District Gurugram, Haryana.

2. The case of the prosecution is that the petitioner alongwith his co-accused Sanjay Khan cheated and defrauded the complainant by execution of an agreement to sell which was alleged to be forged and fabricated. However, later on, Sanjay Khan was exonerated by the investigating agency.

3. Learned counsel for the petitioner submits that the matter is purely civil in nature as the petitioner had accepted Rs.4,00,000/- as earnest money after having entered into an agreement to sell.

4. Notice of motion.

5. Ms. Ruchi Sekhri, Addl. A.G., Haryana accepts notice and points out that the property in question was already attached by an order of the Court and as such, the petitioner was not competent to enter into the alleged agreement to sell.

6. Rebutting to the same, learned counsel for the petitioner submits that the property in question has not been attached since the order of attachment was issued by a Court situated in Dwarka, Delhi, whereas the property in question is situated in Gurugram.

8. I have heard the learned counsel for the respective parties and have gone through the documents and other material available on record.

9. On a specific query, learned State Counsel has apprised this Court that in the present case, challan has already been presented before the Illaqa Magistrate and charges have also been framed against the accused person(s). Moreover, whether the agreement to sell is a forged and fabricated document is a disputed question of fact and can only be determined by way of leading cogent and convincing evidence before the trial Court. This Court, at this stage, cannot go into the disputed questions of fact by way of exercising its inherent powers/jurisdiction and as such, cannot comment upon the authenticity of the alleged agreement to sell or the contents mentioned therein.

10. Dismissed.

11. The petitioner would, however, be at liberty to take all pleas available to him before the trial Court in accordance with law.

12. Nothing discussed hereinabove shall be construed as an expression of opinion on the merits of the case.

FEBRUARY 18, 2026.

Rajender

**(H.S. GREWAL)
JUDGE**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No