



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

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**CRM-M-70463-2025
Decided on : 02.02.2026**

Rahul Ghosh

... Petitioner(s)

Versus

State of Haryana and another

... Respondent(s)

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

PRESENT: Mr. Abhimanyu Jangra, Advocate and
Mr. Anil Jaiswal, Advocate
for the petitioner(s).

Mr. Kanwar Sanjiv Kumar, AAG, Haryana.

SANJAY VASHISTH, J. (Oral)

1. Petitioner – Rahul Ghosh, aged 36 years, has filed instant petition under Section 528 of BNSS, 2023, for quashing of FIR No. 497, dated 25.10.2025, under Sections 316(2), 318(4), 61 of BNS, 2023, registered at Police Station Mujesar, Faridabad, Haryana (Annexure P-1), and all consequential proceedings arising therefrom.

2. In regard to the sale and purchase of House No. 4835/1432, Gali No. 53, Sanjay Colony, Sector 23, Faridabad, described as Plot No. 20 measuring 100 sq. yards comprised in Khasra No. 10//18/2, an agreement to sell dated 14.07.2025 was executed by the petitioner – Rahul Ghosh in favour of the Shalini Sharma, wife of complainant – Sanjay Sharma, through property dealers namely Manoj @ Monty, Deepak and Anil Mishra. In pursuance of the said agreement, an amount of Rs. 31,50,000/- was paid by the complainant as per the agreed terms.

Since execution of the sale deed was scheduled for 14.08.2025,



the complainant reached the Tehsil Office on the said date. However, neither the petitioner – Rahul Ghosh nor the dealer Manoj @ Monty appeared at the office for execution of the sale deed.

3. On 15.08.2025, the complainant came to know that the dealer Manoj and the petitioner had already entered into an earlier agreement to sell dated 26.05.2025 in respect of the same property with one Sandeep Kumar s/o Krishan Pal Kumar. It was only thereafter that the complainant realized that he had been cheated by the petitioner, as the existence of the earlier agreement to sell, executed merely two months prior, had never been disclosed to him. Moreover, the said fact was not mentioned in the subsequent agreement to sell dated 14.07.2025, which had been executed between the petitioner and the wife of complainant.

4. Learned counsel for the petitioner contends that the earlier agreement to sell dated 26.05.2025, executed with Sandeep Kumar, had already been cancelled by the petitioner and that only thereafter was the second agreement to sell dated 14.07.2025 entered into with the wife of complainant.

5. Upon a query put by the Court, learned counsel appearing for the petitioner fairly submits that a civil suit for specific performance has in fact been filed by Sandeep Kumar with regard to the first agreement to sell dated 26.05.2025, executed between him and the petitioner.

6. Learned counsel for the petitioner, however, further argues that once the agreement to sell dated 26.05.2025 had been cancelled, there was no necessity for the petitioner to disclose the said fact in the second agreement to sell dated 14.07.2025. It is, therefore, contended that it cannot be



presumed that the complainant – Sanjay Sharma has been defrauded by the petitioner.

7. Heard.

8. Having considered the allegations levelled against the petitioner and after hearing learned counsel for the petitioner, this Court finds that the submissions advanced on behalf of the petitioner are nothing but a defence version sought to be projected at this stage. Once the execution of the first agreement to sell dated 26.05.2025 with Sandeep Kumar stands admitted, and a civil suit for specific performance based on the said agreement is admittedly pending before the competent Court, it does not lie in the mouth of the petitioner–accused to unilaterally assert that the agreement dated 26.05.2025 had been cancelled.

The arguments addressed on behalf of the petitioner carry no weight. The allegations made in the present case clearly warrant a thorough and proper investigation by the concerned investigating agency.

Accordingly, instant petition stands **dismissed**.

Pending misc. application(s), if any, also stand(s) disposed of.

(SANJAY VASHISTH)
JUDGE

February 02, 2026

J.Ram

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