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

**CRM-M-39596-2025 (O&M)  
Date of decision: 25.07.2025**

**Davinder Singh**

**... Petitioner**

**Vs.**

**State of Punjab**

**... Respondent**

**CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR**

Present: Mr. Gursimran Singh Madaan, Advocate  
for the petitioner.

Mr. Subhash Godara, Addl. A.G., Punjab.

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**HARPREET SINGH BRAR, J. (ORAL)**

1. Present petition has been filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 for grant of anticipatory bail in FIR No.111 dated 05.05.2025 under Sections 316(2) & 318(4) of the Bharatiya Nyaya Sanhita, 2023, registered at Police Station Sadar Jalandhar, District Police Commissionerate Jalandhar.

2. Succinctly, facts of the case are that FIR (*supra*) was registered on the basis of a complaint moved by complainant Raminder Singh Bahia, on the allegations that the petitioner is a commission agent in his village and the complainant has agricultural and financial dealings with him. The complainant borrowed some money from the petitioner and on repeated demand, he could



not return the same. The complainant told the petitioner that he would return the amount after selling his house. Thereafter, the petitioner sold house of the complainant to one Anirudh for a sum of Rs.1.05 crore, out of which, Rs.55.00 lakhs were to be paid to the complainant, after deducting loan amount of Rs.50.00 lakhs. However, the petitioner returned only Rs.10,10,000/- to the complainant and requested to give remaining amount of Rs.44,90,000/- to him on interest and in this regard, an agreement was written on 07.06.2024. The petitioner also issued a cheque No.072316 drawn on Axis Bank for a sum of Rs.45.00 lakhs as security. Thereafter, the petitioner did not return any principal amount or the interest. Hence, the FIR (*supra*).

3. Learned counsel for the petitioner, *inter alia*, contends that the case set up by the complainant is too far-fetched and implausible. The petitioner is unaware of any agreement executed between him and the complainant. At the most, it could be a civil dispute and till date, the complainant has not approached the Civil Court. As per recital of the registered sale deed, the entire sale consideration was received by wife and sister-in-law of the complainant. As such, *prima facie*, no offence, as alleged, is made out against the petitioner.

4. *Per contra*, learned State counsel opposes the prayer for grant of anticipatory bail to the petitioner on the ground that the petitioner is a commission agent and during the investigation, it has come on record that one written agreement was executed between the petitioner and the complainant



and he took the sale proceeds on interest after adjusting the loan amount extended to the complainant. Perusal of copy of agreement dated 07.06.2024 clearly indicates the intention of the petitioner to cheat the complainant from the very inception and he also gave one cheque bearing No.072316 drawn on Axis Bank for a sum of Rs.45.00 lakhs as security. As such, complicity of the petitioner is writ large and he is involved in one more case of similar nature.

5. Having heard learned counsel for the parties and after perusing the record of the case with their able assistance, it transpires that the petitioner has cheated the complainant of huge amount and he is involved in one more case/FIR of similar nature, as such, his custodial interrogation is imperative to take the investigation to its logical end.

6. In view of the facts and circumstances of the case and considering the allegations levelled against the petitioner and his antecedents, without commenting anything on merits of the case, lest it may prejudice rights of either of the parties, no ground is made out to grant the concession of anticipatory bail to the petitioner.

7. Accordingly, the instant petition is dismissed.

**[ HARPREET SINGH BRAR ]**  
**JUDGE**

25.07.2025

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No