



IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH

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CRM-M-11677-2025  
Date of decision: 04.03.2025

Gaurav Choudhary

.....Petitioner

Versus

State of Haryana

.....Respondent

**CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL**

Present : Mr. Sudhir Makkar, Advocate for the petitioner.

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**MANJARI NEHRU KAUL, J.**

1. The petitioner in the instant (second) petition is seeking the concession of anticipatory bail under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in case FIR No.43 dated 11.02.2022 under Sections 387, 406, 420, 506, 34 of the IPC and Sections 25(1B)(a) of the Arms Act, 1959 (Sections 387, 506, 34 of the IPC and Section 25(1B)(a) of the Arms Act, 1959 deleted and Sections 406, 420, 409, 466, 467, 468, 471, 419, 120B of the IPC added lateron) registered at Police Station Civil Lines, Gurugram, District Gurugram

2. Learned counsel for the petitioner submits that the dispute is purely civil in nature but has been given a criminal colour to exert undue pressure. It is contented that the petitioner had previously executed an agreement to sell with one Rajesh Malik on 05.09.2020, which was within the knowledge of all concerned, including the complainant.

3. Learned counsel for the petitioner asserts that all payments



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made by the complainant were duly documented, and there is no cogent evidence to substantiate the alleged cash transaction of Rs.3.5 crores. It has still further been emphasized that the petitioner has always fully cooperated with the investigation and, therefore, his custodial interrogation would not be required as the instant case primarily rests on documentary evidence.

4. It has still further been submitted that the petitioner had no fraudulent intent, and the transactions were carried out in a *bonafide* manner; civil proceedings regarding the cancellation of a previous agreement are already pending before the competent Court, which reinforces that the allegations pertain to a contractual dispute rather than a criminal offence.

5. Notice of motion.

6. On asking of the Court, Mr. Rahul Mohan, Sr. DAG, Haryana, accepts notice on behalf of the respondent-State.

7. Mr. Gautam Dutt, Advocate has entered appearance on behalf of the complainant and he undertakes to file his power of attorney in the Registry of this Court.

8. While opposing the prayer and submissions made by the counsel for the petitioner, Learned State counsel assisted by counsel for the complainant, submits that the petitioner is involved in a serious case of deception and fraud, whereby he induced the complainant to enter into a property transaction despite knowing that the title of the property was already in dispute. It is contended that custodial interrogation of the petitioner is essential to unearth the entire conspiracy, ascertain the



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role of other co-accused, and effect recoveries, including the alleged weapon used for criminal intimidation and the purported cash transactions.

9. It has been further submitted by the learned State counsel that clause 15 of the agreement to sell dated 08.11.2021 explicitly acknowledges the receipt of Rs.3.5 crores in cash by the petitioner. It is also submitted that an audio recording of one Amarjit Singh establishes that the petitioner had attempted to back date the cancellation of a prior agreement, thereby raising serious doubts about his claim that the previous transaction had been legally terminated before he entered into the agreement with the complainant.

10. Learned counsel for the complainant has also referred to a legal notice dated 30.06.2021 issued by Rajesh Malik, terminating the agreement to sell dated 05.09.2020 and pointed out that a civil suit for the cancellation of the said agreement is still pending. Despite the pendency of this legal dispute, the petitioner proceeded with a fresh transaction without disclosing the prior termination of pending litigation, which *prima facie* indicates a deliberate act of concealment and misrepresentation.

11. I have heard learned counsel for the parties and perused the relevant material on record.

12. The allegations in the FIR in question stem from a complaint wherein the complainant claimed to have been deceived in a fraudulent property transaction involving a residential plot situated in DLF City, Phase-1, Gurugram.



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13. As per the complainant, the petitioner through certain brokers, falsely represented that the property was free from encumbrances and available for sale. Pursuant to these assurances, negotiations ensued, culminating in the execution of an agreement to sell on 27.09.2021 for a total sale consideration of approximately Rs.28,53,94,400/-. The complainant made several payments towards the transaction, including Rs.40 lakhs in cash and checks amounting to Rs.80 lakhs.

14. Subsequently, the petitioner sought an extension of time for execution of the sale deed, citing that the actual owner was out of the country. A fresh agreement to sell was executed on 08.11.2021, under which the complainant paid an additional sum of Rs.70 lakhs through RTGS and Rs.2 crores in cash. However, despite repeated assurances, the petitioner failed to execute the sale deed. It later came to light that the property was already entangled in a legal dispute.

15. Furthermore, the complainant discovered that the applicant had previously also executed another agreement to sell with one Amarjit Singh on 04.03.2021 and had received Rs.70 lakhs from him as well. This fact was never disclosed to the complainant, further strengthening the inference of fraudulent intent.

16. Pertinently as per allegations in the FIR when the complainant confronted the petitioner regarding these discrepancies, the latter, accompanied by armed associates, threatened him at gunpoint at Park Plaza Hotel, Gurugram. CCTV footage purportedly corroborates this allegation.



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17. Upon a perusal of the material on record, it is evident that the petitioner had no legal authority to sell the property in question, particularly in light of the termination notice dated 30.06.2021 given by Rajesh Malik and the pending civil litigation regarding the cancellation of the previous agreement. Despite this, the petitioner entered into a fresh agreement with the complainant, inducing him to part with huge sums of money.

18. The contention of the petitioner that the dispute is purely civil in nature is wholly untenable at this stage. His conduct, which includes engaging in multiple transactions over the same property, active concealment of material facts, and allegations of criminal intimidation, indicates an element of deception that transcends a mere contractual dispute. The existence of a prior agreement with Amarjit Singh and the purported back dating of its cancellation further casts serious doubts on the *bonafides* of the petitioner.

19. The gravity of the allegations, the nature of the fraudulent acts and the role of the petitioner in orchestrating the fraud, necessitate his custodial interrogation, not only to recover crucial evidence, including the alleged weapon, and money trail, but also to ascertain the involvement of other accused persons.

20. It is also pertinent to note that offences of this nature, particularly in the National Capital Region (NCR), have become increasingly rampant, with unscrupulous persons defrauding unsuspecting buyers. Courts cannot turn a blind eye to such activities, which undermine public confidence in property transactions and lead to



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serious financial and legal ramifications for victims.

21. Additionally, the antecedents of the petitioner who is involved in a number of other criminal cases, and his repeated involvement in dubious transactions, further mitigate against the grant of the extraordinary concession of anticipatory bail. Therefore, in view of there being a *prima facie* case of deception and misrepresentation against the petitioner, this Court finds no ground to extend the extraordinary concession of anticipatory bail to the petitioner. Accordingly, the instant petition is hereby dismissed.

22. However, it is made clear that anything observed hereinabove shall not be construed to be an expression of opinion on the merits of the case.

**04.03.2025**

Vinay

**(MANJARI NEHRU KAUL)  
JUDGE**

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