

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-38160-2025
Reserved on: 07.08.2025
Pronounced on: 13.08.2025

Roshan Lal

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Deepak Kumar Bartia, Advocate,
for the petitioner.

Ms. Pooja Nayar Sharma, DAG, Punjab.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
81	11.07.2024	Sadar Patiala	406, 420 IPC (Section 120-B IPC added later on)

1. The petitioner incarcerated in the FIR captioned above had come up before this Court under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking regular bail.

2. As per paragraph 11 of the bail application and as per paragraph 15 of the reply, the accused has the following criminal antecedents:

Sr. No.	FIR No.	Dated	Offenses	Police Station
1.	4	09.01.2016	406, 420, 465, 467, 468, 120-B IPC	Civil Lines, Kaithal
2.	53	20.01.2018	174-A IPC	City Thanesar, Kurukshetra
3.	465	17.06.2016	406, 420 IPC	Jind
4.	332	14.10.2016	406, 420 IPC	Barwala Hisar
5.	548	21.11.2018	174-A IPC	Civil Lines, Kaithal
6.	530	22.10.2018	174-A IPC	Thanesar, Kurukshetra

3. The facts and allegations are being taken from the reply filed by the State, which reads as follows:

“3. That the brief facts of the present case/FIR No.81 are that a complaint dated 08.07.2024 was moved by Jassa Singh (complainant) before Deputy Inspector General of Police, Patiala Range, Patiala, against Roshan Lal (present petitioner), Director R.G.M Future Vision 21 Pvt. Ltd. and other employees namely Pawan Kumar Vaid, Rameshwar Das, Kulwant Singh, Hisham Singh and Karampal Singh with the allegations that he had joined the company RGM and in May 2023, Subegh Singh, Ex. Inspector along with Pawan Kumar Vaid came to him and talked with him regarding the project of the company that in the coming time, the Govt. of India would

increase the quantity of Ethanol from 8% to 28% in Petrol. For this purpose, plant for Ethanol gas, Coal had to be installed in every constituency of the assembly. In which all the waste of paddy, wheat etc. would be consumed. Earlier sugarcane was used for preparing it but that amount of sugarcane was not available throughout the year. They also told that their company had entered into MOU with the Govt. of India. Sufficient seeds have been distributed in Haryana and work of 4 plants was in progress. The work had to be started in Punjab also. They also showed agreement form, pamphlets of the company and would give the seeds @ Rs.35,000/- per acre and company would enter into an agreement for 6 months contract and would pay Rs.90,000/- in advance through cheque and the same comes to be Rs.1,80,000/- per acre per annum. They further told the complainant to book his seeds for 10 acres after depositing Rs.3,50,000/- in the account of the company and told him to prepare the land as the company would itself supply the seeds and the same would be sown in their presence. The farmer would only irrigate and fertilizer, spray, medicines etc. would be supplied by the company. After hearing the same, the complainant asked them to arrange a meeting with the Director. Then after one week the aforementioned persons alongwith their Director Roshan Lal (petitioner) and other officers of the company i.e. Rameshwar Das, Kulwant Singh and 2/3 other persons came and Pawan Kumar repeated all the above said conversation done with the complainant and gave the guarantee that the complainant should tell other people also to grow their seed i.e. Napear-7 and told him to deposit the money for seeds and enter into written agreement with the company. They also told that after sowing the seed he had to only irrigate and fertilizer, spray etc. would be supplied by the company. For his satisfaction, the complainant also visited their office at Kurukshetra after two days, wherein board of the company was installed and 5-6 employees were Working in the office. Thereafter petitioner alongwith Pawan Kumar Vaid, Subegh Singh, Rameshwar Das and Kulwant Singh showed a site to the complainant where their project was in progress and mining was ongoing at Village Lakhi, Kurukshetra and excavation of the depth of 40 feet soil was ongoing and rooms were constructed. The crop of Napear-7 was also shown, after the assurance of Subegh Singh and Pawan Kumar Vaid, the complainant told about this project to Shamsher Singh Guddu and Jora Singh Gill. Thereafter, petitioner alongwith his whole team convened a meeting with Shamsher Singh Guddu, Jora Singh Gill and his son Yadwinder Singh Gill, who agreed and also gave their consent. In this way, complainant alongwith Shamsher Singh Guddu and Jora Singh Gill booked the seeds of Napear-7 after entering into an agreement with the company by depositing Rs.35,000/- per acre. The complainant gave Rs.3,50,000/- for 10 acres, Shamsher Singh Guddu gave Rs.8,05,000/- for 23 acres and Jora Singh Gill gave Rs.3,50,000/- for 10 acres and gave the cheque in the name of company to Pawan Kumar Vaid and Director Roshan Lal (petitioner). The complainant gave a cheque bearing No.608614 dated 06.06.2023 of Rs.3,50,000/- to petitioner and Pawan Kumar Vaid, who presented it before their banker and encashed the amount. Thereafter the Director Roshan Lal (petitioner) gave a cheque bearing No.407034 dated 31.10.2023 of Rs.9,00,000/- to the complainant after affixing stamp of the company on it. Similarly, agreement was also executed with Jora Singh Gill and Shamsher Singh Guddu and company had given them advanced cheque. Thereafter the company delivered them seeds through Pawan Kumar Vaid and Subegh Singh and the above-mentioned persons i.e. Director Roshan Lal (petitioner), Pawan Kumar Vaid, Subegh Singh, Kulwant Singh, Rameshwar Das, Hisham Singh and Karampal Singh came and instructed complainant's servants and, in their presence, got sown the crop. Similarly, Shamsher Singh Guddu and Jora Singh Gill got their crop sown and the company had also given them cheques. On 31.10.2023, when the complainant talked with the petitioner

with regard to encashment of cheque, petitioner told him that Pawan Kumar had not booked the seeds further and they had committed cheating with him. The petitioner also told the complainant to wait for some time and would make payment to them. When the complainant inquired about the bank of the company, no money was found in the account, therefore, RTGS could not be done. Petitioner and Pawan Kumar had taken long time by making excuses and after some time Pawan Kumar told that petitioner had not given their payment also. Thereafter the complainant continued talking with petitioner, who kept him alluring and gave several dates with regard to the payment. A sum of Rs.18,00,000/- of 2 crops and expenses of labour of Rs.2,00,000/- was due towards the company. Similarly, the petitioner alongwith the aforementioned persons had committed cheating with Shamsher Singh Guddu and Jora Singh Gill also. They had not started any project and were not answering their phone calls or making payments.”

4. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that further pre-trial incarceration would cause an irreversible injustice to the petitioner and his family.

5. The petitioner's counsel submits that the petitioner would have no objection whatsoever to any stringent conditions that this Court may impose, including that if the petitioner repeats the offense or commits any non-bailable offense which provides for a sentence of imprisonment for more than seven years, the State may file an application to revoke this bail before the concerned Court having jurisdiction over this FIR, which shall have the authority to cancel this bail, and may do so at their discretion, to which the petitioner shall have no objection.

6. The State's counsel opposes bail and refers to the reply.

7. It would be appropriate to refer to the following portions of the reply, which reads as follows:

*“13. The evidence against the petitioner: That there are direct and specific allegations against the petitioner as the aforementioned company i.e. RGM Vision 21 Pvt. Ltd. is registered in the name of Roshan Lal (petitioner) and Manisha Devi. Furthermore, the cheques of the company given to the complainant are also having the signatures of the petitioner.
14. The role of the petitioner: The petitioner in connivance with co-accused entered into written agreement and obtained a cheque of Rs.3,50,000/- from the complainant in the name of company for booking seeds for 10 acre and subsequently, the petitioner gave him a cheque amounting to Rs.9,00,000/- having his signatures for RTGS. Thereafter, petitioner and Pawan Kumar Vaid got the seed sown in the 10 acres of land of complainant. When the complainant enquired about the bank accounts of the company, he came into light that the same was not having any balance, due to which, RTGS could not be done. The petitioner and Pawan Kumar Vaid kept on lingering the matter as they never gave any money to the complainant and no project of their company is ongoing.”*

REASONING:

8. There is sufficient prima facie evidence connecting the petitioner with the alleged

CRM-M-38160-2025

crime. However, pre-trial incarceration should not be a replica of post-conviction sentencing. As per paragraph 10 of the bail petition, the petitioner has been in custody since 21.03.2025. As per the custody certificate dated 06.08.2025, the petitioner's total custody in this FIR is 04 months and 13 days. Given the penal provisions invoked viz-a-viz pre-trial custody, coupled with the prima facie analysis of the nature of allegations, and the other factors peculiar to this case, there would be no justifiability for further pre-trial incarceration at this stage.

9. Without commenting on the case's merits, in the facts and circumstances peculiar to this case, and for the reasons mentioned above, the petitioner makes a case for bail.

10. Given above, provided the petitioner is not required in any other case, the petitioner shall be released on bail in the FIR captioned above subject to furnishing bonds to the satisfaction of the concerned Court and due to unavailability before any nearest Ilaqa Magistrate/duty Magistrate. Before accepting the surety, the concerned Court must be satisfied that if the accused fails to appear, such surety can produce the accused.

11. While furnishing a personal bond, the petitioner shall mention the following personal identification details:

1.	AADHAR number	
2.	Passport number (If available) and when the attesting officer/court considers it appropriate or considers the accused a flight risk.	
3.	Mobile number (If available)	
4.	E-Mail id (If available)	

12. This order is subject to the petitioner's complying with the following terms.

13. The petitioner shall abide by all statutory bond conditions and appear before the concerned Court(s) on all dates. The petitioner shall not tamper with the evidence, influence, browbeat, pressurize, induce, threaten, or promise, directly or indirectly, any witnesses, Police officials, or any other person acquainted with the facts and circumstances of the case, or dissuade them from disclosing such facts to the Police or the Court.

14. The significant consideration for granting bail is that the Court aims to give the petitioner another chance to course-correct, reform, and reintegrate into the community as an ideal citizen. To ensure that the petitioner also abides by the assurance made on the petitioner's behalf by not repeating the offence or indulging in any crime, it shall be desirable to impose the following additional condition.

15. This bail is conditional, with the foundational condition being that if the petitioner repeats the offense or commits any non-bailable offense which provides for a sentence of imprisonment for more than seven years, the State shall file an application to revoke this

CRM-M-38160-2025

bail before the concerned Court having jurisdiction over this FIR, which shall have the authority to cancel this bail, and as per their discretion, they may cancel this bail.

16. Any observation made hereinabove is neither an expression of opinion on the case's merits nor shall the trial Court advert to these comments.

17. A certified copy of this order would not be needed for furnishing bonds, and any Advocate for the Petitioner can download this order along with case status from the official web page of this Court and attest it to be a true copy. If the attesting officer wants to verify its authenticity, such an officer can also verify its authenticity and may download and use the downloaded copy for attesting bonds.

18. **Petition allowed** in terms mentioned above. All pending applications, if any, stand disposed of.

**(ANOOP CHITKARA)
JUDGE**

13.08.2025

Jyoti-II

Whether speaking/reasoned: Yes
Whether reportable: No.