



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

**CRM-M-7405-2025
Decided on:04.03.2025**

Naresh Kumar **...Petitioner**
Versus

State of Punjab and another **...Respondents**

Coram : Hon'ble Mr. Justice Sanjay Vashisth

Present: Mr. Dhananjai Rana, Advocate,
for the petitioner.

Mr. Mohit Kapoor, Sr. DAG, Punjab.

Mr. Gopal Singh Nahel, Advocate,
for respondent no.2.

Sanjay Vashisth, J. (Oral)

1. In the instant petition, following order was passed on
07.02.2025:-

“1. Prayer in this petition, filed under Section 482 of the BNSS, 2023 (earlier Section 438 Cr.P.C.), is for grant of anticipatory bail to the petitioner, who has been booked in a criminal case arising out of First Information Report, as detailed hereunder:-

<i>Name & age of petitioner(s)</i>	<i>FIR No.</i>	<i>Date</i>	<i>Section(s)</i>	<i>Police Station</i>	<i>District</i>
<i>Naresh Kumar, aged 46 years</i>	<i>260</i>	<i>08.10.2024</i>	<i>406 and 420 of the IPC</i>	<i>Tripri</i>	<i>Patiala</i>

2. Learned counsel for the petitioner, inter alia, contends that as per the allegations mentioned in the FIR, Naresh Kumar (petitioner herein) had entered into agreement to sell with the complainant Iqbal Singh. It is further explained in the FIR that initially at the time of preparation of the agreement, petitioner had received an amount of Rs.14,00,000/- (Rs.6 lacs, in cash and Rs.8 lacs through cheque No.017977 dated 10.07.2010 of HDFC Bank).

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Subsequent thereto, a supplementary agreement was also executed on 06.09.2010, and at that time, an amount of Rs.16,00,000/- was paid by the complainant to the petitioner. This way, total amount of Rs.30 lacs, was allegedly paid by the complainant, which was received by the petitioner, for selling the land, which has also been detailed in the FIR.

Admittedly, in the agreement to sell dated 10.07.2010, no date was fixed for registration of the sale deed because there was a recital in the agreement itself, that there is a civil litigation pending in the Courts at Dera Bassi, at the instance of the mother of the petitioner.

3. *Counsel for the petitioner submits that the allegations against the petitioner have been levelled, after a gap of about 14 years and there being no offence made out under Section 420 IPC, and Section 406 IPC. Thus, no cognizance can be taken, as the same is time barred, by virtue of Section 468 of Cr.P.C.*

Since, all the required facts were mentioned in the agreement to sell, while receiving the amount including the pendency of the civil case, it cannot be even urged or termed that the petitioner had mislead the complainant in any manner, for the purpose of receiving the amount, under the pretext of selling the agricultural land. Therefore, offence under Section 420 of IPC would also not be made out.

Counsel for the petitioner further submits that even by now, limitation for filing of the civil suit has also expired, if the same is counted from the date of the agreement to sell.

Thus, prays for grant of concession of anticipatory bail to the petitioner in the present case.

4. *Notice of motion.*

5. *On advance notice, Mr. Amandeep Singh, DAG, PUnjab, puts in appearance on behalf of the respondent-State. Mr. Gopal Singh Nahel, Advocate, puts in appearance on behalf of respondent No.2, and files his vakalatnama in Court today, which is taken on record.*

6. *Counsel for respondent No.2/complainant submits that in fact, lodging of FIR cannot be termed as having been registered after expiry of the period, which is prescribed for taking cognizance of the offence under Section 468 Cr.P.C., because the civil suit has been decided now. Therefore, the*

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cause of action in favour of the respondent would accrue now, and not after three years of the agreement to sell.

7. *At this stage, counsel for the petitioner contends that in fact, there is no such agreement ever executed between the petitioner and the complainant, rather the same has been fraudulently prepared by the complainant. There was never any civil litigation between the mother and the son i.e. the petitioner and his mother.*

8. *Adjourned to 04.03.2025.*

9. *Let the status report be filed by learned State counsel, after verifying the contentions which have been addressed by counsel for both the parties, before this Court.”*

2. In pursuance of the aforesaid order, learned Sr. DAG has filed the status report dated 03.03.2025, which is taken on record. Registry to tag the same at appropriate place. Copy of the same also supplied to the learned counsel for the petitioner.

3. Learned Sr. DAG argues that in pursuance to the agreement to sell dated 06.09.2010, petitioner had received a huge amount of Rs.30 lacs and partial amount of Rs.8 lacs was also received by him in his bank account through a cheque.

4. Upon this, the petition is examined by the Court, but unable to find out any recital to this effect.

5. Considering the facts and the allegations in its entirety, this Court does not find any substantial reason to entertain the prayer of the petitioner for grant of concession of anticipatory bail.

6. Hence, the present petition stands dismissed.

March 04, 2025
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(Sanjay Vashisth)
Judge

Whether Speaking/Reasoned: **YES/NO**

Whether Reportable: **YES/NO**