**CRM-M-49549-2025****1****IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.****Sr. No.214****Case No. : CRM-M-49549-2025****Decided On : October 08, 2025**

Laxmi Kant Sharma Petitioner

vs.

State of Punjab Respondent

CORAM : HON'BLE MRS. JUSTICE SUKHVINDER KAUR.

* * *

Present : Ms. Ishma Randhawa , Advocate
and Ms. Sangeeta Choudhary, Advocate
for the petitioner.

Mr. Navdeep Singh, DAG, Punjab.

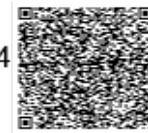
Mr. Dev Ahlawat, Advocate
for Mr. P. S. Ahluwalia, Advocate
for the complainant.

* * *

SUKHVINDER KAUR, J. :

Prayer in the present petition, filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita (BNSS), 2023, is for grant of anticipatory bail to the petitioner in FIR No.188 dated 18.07.2025, under Sections 318(4), 316(2), 336(2), 338, 336(3), 340(2) and 61(2) of the Bharatiya Nyaya Sanhita (BNS), 2023, registered at Police Station City Rupnagar, District Rupnagar.

Briefly, as per the case of prosecution, the complainant namely Varun Dham, who was Proprietor of a firm namely LV Builders and Developers Pvt. Ltd., situated at Mohali, moved an application before the Senior Superintendent of Police, Rupnagar for taking action against six

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accused persons i.e. Jaswant Singh, Rajinder Kaur, Rohit Gupta, Luxmikant Sharma (present petitioner), Sukhdev Singh and Harbhajan Kaur for defrauding him and misappropriating his money. It was stated in the application that the complainant was in the business of buying and developing land to further sell it to end customers. His firm was looking to purchase more land for future projects. Rohit Gupta – Proprietor of Gupta Properties and the petitioner – Proprietor of Sharma Properties, approached him with offer to sell 43 kanal 02 marla land, registered in the name of Sukhdev Singh and Harbhajan Kaur, with Jaswant Singh as the agreement holder for the said land, who was authorized to enter into further agreement to sell for the said land. The complainant was also shown an agreement to sell dated 10.07.2024 between the aforesaid parties, with extended dates as 13.10.2024 and 31.12.2024. After verifying the facts from aforesaid Sukhdev Singh, Harbhajan Kaur as well as Jaswant Singh, the complainant agreed to enter into an agreement to sell of the aforesaid land. In this deal, the complainant paid Rs. 2.5 crores through cheques to Jaswant Singh as earnest money. Thereafter, the complainant approached the accused persons on various occasions for information regarding extension of date of agreement but all in vain. On suspicion, the complainant got inquired the matter and came to know that all the aforesaid persons had hatched a criminal conspiracy and had defrauded the complainant. He also came to know that all the said persons had absconded and Jaswant Singh had transferred the complainant's money in the account of his wife Rajinder Kaur. Based on these allegations, the FIR in question was registered.

Learned counsel for the petitioner contended that the



petitioner has been falsely implicated in the present case. He was neither the Proprietor of Sharma Properties nor a witness to the alleged agreement to sell. He was merely associated peripherally with co-accused Rohit Gupta, but without any authority to act on his behalf or to bind the parties legally in any manner. The petitioner was not involved in facilitating an introduction between the parties and he had not played any role in execution, negotiation or payment of consideration qua sale transactions in question. The petitioner is not a beneficiary of any transaction and no financial transaction has been shown, which may link the petitioner with the alleged offence. Learned counsel had further urged that the petitioner is not required for custodial interrogation. He is ready and willing to join the investigation. He has, therefore, prayed that the petitioner be granted concession of anticipatory bail.

Learned State counsel has opposed the present bail petition and has contended that the allegations levelled against the petitioner are serious in nature. His custodial interrogation is required for fair and proper investigation as huge sum of money is involved in the present case. If such an accused is granted bail, there is every likelihood that he may not cooperate with the trial, evade the process of law, escape from the clutches of law or tamper with the evidence. In these circumstances, the petitioner does not deserve concession of anticipatory bail.

Heard.

As per the allegations, the present petitioner, along with co-accused, cheated the complainant to the tune of Rs.2.5 crores on the pretext of selling land and further, in conspiracy with other co-accused, extended the

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date of agreement, whereas as per the real owners of the land, no extension was made in the agreements.

No specific role has been attributed to the petitioner. Though it has been alleged that the petitioner is a witness to the alleged agreement to sell, but as per the copy of agreement to sell dated 18.12.2024 placed on record, the petitioner had not signed the same as a witness. The petitioner is not the beneficiary in the present case and is also not a signatory to the alleged agreement to sell. There are no allegations that he had received any monetary consideration from the parties. He is neither the seller nor the buyer. There is no material on record to show that the petitioner had played any role in inducing the complainant to pay any sum or had made any misrepresentation of facts with intention to cheat him. Moreover, civil litigation is already pending between the complainant and real owners.

The petitioner is not having any criminal antecedents and no other criminal case has been registered against him. Custodial interrogation of the petitioner is not required for any purpose and nothing is to be recovered from him. So, no useful purpose would be served by sending the petitioner behind the bars.

Accordingly, without commenting on the merits of the case, the present petition is allowed. In the event of arrest, the petitioner is ordered to be released on bail, on furnishing bail/surety bonds, to the satisfaction of the Arresting Officer/Investigating Officer, subject to the conditions, as provided under Section 482(2) of BNSS. It will be open for the Investigating Officer to call the petitioner to join investigation, if so required, by issuing a written notice in this regard. The petitioner shall also abide by the

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conditions mentioned in Section 482(2) of the BNSS.

However, nothing observed herein above shall be construed to be an expression of opinion on the merits of the case. The observations recorded above are only for the purpose of deciding the present bail petition.

Pending application(s), if any, shall stand disposed of along with the present petition.

October 08, 2025*monika***(SUKHVINDER KAUR)
JUDGE**

<i>Whether speaking/reasoned ?</i>	<i>Yes/No.</i>
<i>Whether reportable ?</i>	<i>Yes/No.</i>