

2025:PHHC:067284



101

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

**CRM-M-20547-2025
DECIDED ON: 20.05.2025**

NEERAJ SINGLA

.....PETITIONER

VERSUS

STATE OF HARYANA

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. R.S. Rai, Sr. Advocate with
Mr. Arjun Kapur, Advocate
for the petitioner.

Mr. Chetan Sharma, DAG Haryana

Mr. Nitin Verma, Advocate for the complainant.

SANDEEP MOUDGIL, J (ORAL)

1. Prayer

The jurisdiction of this Court has been invoked under Section 482 BNSS, 2023 for grant of anticipatory bail to the petitioner in FIR No.40, dated 23.03.2025, under Sections 406, 420 of IPC, 1860, registered at Police Station MDC, District Panchkula (Annexure P-1).

2. Prosecution story setup in the present case as per the version in the FIR as under:-

“To. The SHO MDC Panchkula Sub: Complaint against (1) Neeraj Singla S/o Sh. Ram Singla (2) Anita Singla W/o Neeraj Singla, both

residents of House No. 700, Sector 8, Panchkula (3) Sh. Ram Lal Mittal resident of shop cum Office No. 101, Kath Mandi Samalkha, District Panipat (4) Sh. Prabhjot Singh Saini son of late Sh. Amarjeet Singh, (5) Jaspreet Kaur Farmaha d/o late Sh. Amarjeet Singh both resident of 16 BRAINS Way, West Windsor Township, NJ 08550 (USA) for committing cheating with the applicant. Sir. The applicant submits as under: 1. That Sh. Neeraj Singla son of Sh. Ram Singla is doing the work of property dealer. 2. That the complainant and Smt. Lata Jindal wife of Sh. Rajesh Jindal are residing in House no. 14, NAC, Shivalik Enclave, Chandigarh. They were in search of a residential house near to their House no.14, NAC, Shivalik Enclave, Chandigarh. The complainant approached Sh. Neeraj Singla at his residence in search of a residential house near to their aforesaid existing house. 3. That Sh. Neeraj Singla told the complainant that aforesaid Sh. Prabhjot Singh Saini son of late Sh. Amarjeet Singh and Jaspreet Kaur Farmaha d/o late Sh. Amarjeet Singh are owner of House No. 39, NAC, Shivalik Enclave, Manimajra, U.T., Chandigarh and that they want to sell the same. It was also told by Sh. Neeraj Singla that if the complainant is interested to purchase the aforesaid house, then he can get his deal matured with Prabhjot Singh Saini and Jaspreet Kaur Farmaha (hereinafter referred to as sellers). 4. That thereafter, Sh. Neeraj Singla arranged a telephonic meeting of Sh. Prabhjot Singh Saini and Jaspreet Kaur Farmaha with the complainant. In the said meeting, Sh. Prabhjot Singh Saini and Jaspreet Kaur Farmaha showed their willingness to sell the aforesaid house. Sh. Prabhjot Singh Saini etc. told the complainant that the aforesaid house is free from all sort of encumbrances and that there is no defect in the title/ownership of the said property. 5. That after the negotiations a deal was finalized in Rs. 7,00,00,000/- (Rupees Seven Crores only) orally of the House No. 39. NAC. Shivalik Enclave Manimajra, U.T.. Chandigarh. On that day, Sh. Prabhjot Singh Saini and Jaspreet Kaur Farmaha asked the complainant to pay a sum of Rs. 10,00,000/- (Rupees Ten Lacs only) to Sh. Neeraj Singla as a token money. On the assurances given by the Neeraj Singla, the complainant paid a sum of

Rs. 10,00,000/- to Sh. Neeraj Singla by way of RTGS No. HDFCR52024031186936065, and RTGS No. HDFCR52024031187035049 of Rs. 5,00,000/- each both dated 11.03.2024 from the account of complainant and Smt. Lata Jindal. 6. That Sh. Neeraj Singla told the complainant that agreement to sell in writing shall be executed by the sellers if complainant and Lata Jindal (hereinafter referred to as purchasers) pay Rs. 90,00,000/- (Rupees Ninety Lac only) more to the sellers. Sh. Neeraj Singla also told that Sh. Ram Lal Mittal, resident of shop cum house No. 101, Kath Mandi, Samalkha, District Panipat is father-in-law of Prabhjot Singh Saini and the buyers should pay Rs. 90,00,000/- (Rupees Ninety Lacs only) to Sh. Neeraj Singla. Sh. Neeraj Singla also told that he will pay the amount of Rs. 90,00,000/- (Rupees Ninety Lacs only) to Sh. Ram Lal Mittal, resident of shop cum house No. 101, Kath Mandi, Samalkha District Panipat. 7. That accordingly, the complainant and Smt. Lata Jindal (buyers) handed over two cheques to Sh. Neeraj Singla, one cheque no. 000038 dated 09.04.2024 drawn on HDFC Bank, Chandigarh in favour of Sh. Prabhjot Singh Saini for Rs. 45,00,000/- (Rupees Forty Five Lacs only) from the account of Smt. Lata Jindal and other cheque no. 000091 dated 09.04.2024 drawn on HDFC Bank, Chandigarh in favour of Jaspreet Kaur Farmaha for Rs. 45,00,000/- (Rupees Forty Five Lacs only) from the account of Sh. Jatin Jindal. Sh. Neeraj Singla also told that he will hand over the aforesaid both the cheques to Sh. Ram Lal Mittal, resident of shop cum house No. 101, Kath Mandi, Samalkha, District Panipat. 8. That thereafter, Sh. Neeraj Singla asked the complainant to accompany him to Samalkha, District Panipat for handing over the cheques to Sh. Ram Lal Mittal, resident of shop cum house No. 101, Kath Mandi, Samalkha, District Panipat. Accordingly, Sh. Neeraj Singla and complainant went to Samalkha and Sh. Neeraj Singla handed over the aforesaid cheques to Sh. Ram Lal Mittal. Sh. Ram Lal Mittal told the complainant that he will deposit the said cheques in the account of the sellers and thereafter sellers shall sign the agreement to sell and the said agreement shall be sent to Sh. Neeraj Singla and he will

handover the said agreement to the buyers. 9. That thereafter, the buyers asked Sh. Neeraj Singla many times whether the sellers have sent the said agreement to sell after signing the same. Sh. Neeraj Singla told that he has sent a typed agreement to sell to the buyers and buyers have not sent back the said agreement after signing to him. The buyers many times asked to Sh. Neeraj Singla whether the said agreement after signing by the sellers has come or not from USA. Every time Sh. Neeraj Singla told that the said agreement will come soon. 10. That in the month of December, 2024 Sh. Neeraj Singla handed over an agreement to sell to the buyers. After reading the said agreement to sell the buyers came to know that the sellers have executed the agreement to sell in favour of Sh. Neeraj Singla and his wife Anita Singla. After reading the said agreement the buyers were stunned to know that Sh. Neeraj Singla and the sellers have played a fraud with the complainant and Smt. Lata Jindal. 11. That after receiving an amount of Rs. 1 crore from Complainant and Smt. Lata Jindal, the sellers in connivance with Sh. Neeraj Singla, Anita Singla and aforesaid Ram Lal Mittal executed the agreement to sell in favour of Sh. Neeraj Singla and his wife Anita Singla. As the amount of Rs.1 crore has been paid by Jatin Jindal and Lata Jindal to the sellers. Sh. Neeraj Singla has not paid even a single penny to the sellers. The complainant and Lata Jindal have been cheated by the Sh. Neeraj Singla, his wife Anita Singla, Ram Lal and Sh. Prabhjot Singh Saini son of late Sh. Amarjeet Singh, (4) Jaspreet Kaur Farmaha d/o late Sh. Amarjeet Singh both resident of 16 BRAINS Way, West Windsor Township, NJ 08550 (USA). 12. That when the complainant asked the aforesaid accused to get the agreement to sell executed in favour of the complainant and Smt. Lata Jindal they flatly refused to execute the agreement to sell in favour of Complainant and Smt. Lata Jindal.13. That the aforesaid persons namely Neeraj Singla, Anita Singla, Sh. Ram Lal Mittal, Sh. Prabhjot Singh Saini and Jaspreet Kaur Farmaha entered into a conspiracy and with an intention to cheat the complainant and Smt. Jindal grabbed Rs. 1,00,00,000/- (Rupees One Crore only) from them on the pretext of executing an

agreement to sell in favour of the complainant and Smt. Lata Jindal. The aforesaid Neeraj Singla and Anita Singla with the knowledge that they have not paid even a single penny to Sh. Prabhjot Singh Saini and Jaspreet Kaur Farmaha intentionally got an agreement to sell of House No. 39, NAC, Shivalik Enclave, Manimajra, U.T., Chandigarh executed in their favour from Sh. Prabhjot Singh Saini and Jaspreet Kaur Farmaha. Similarly, Sh. Prabhjot Singh Saini and Jaspreet Kaur Farmaha with the knowledge that Sh. Neeraj Singla and Smt. Anita Singla have not paid them a single penny, executed an agreement to sell in favour of Sh. Neeraj Singla and Smt. Anita Singla with an intention to cheat the complainant and Lata Jindal wife of Sh. Rajesh Jindal. Sh. Ram Lal Mittal is father-in-law of Sh. Prabhjot Singh Saini. He was having knowledge that the cheques of Rs. 90,00,000/- (Rupees Ninety Lac only) received by him are drawn from the account of Smt. Lata Jindal and the complainant. Sh. Ram Lal Mittal also knew that as per the preplan and conspiracy between all the accused persons. Sh. Jatin Jindal and Lata Jindal were paying cheques of Rs. 90,00,000/- (Rupees Ninety Lacs only) to him for depositing in the account of Sh. Prabhjot Singh Saini and Jaspreet Kaur Farmaha. He also knew that the complainant and Lata Jindal will get nothing in lieu of the amount of Rs.1,00,00,000/- (Rupees One Crore only) paid by them. Sh. Ram Lal Mittal with the full knowledge of the conspiracy between all the accused persons deposited the cheques of Rs. 90,00,000/- (Rupees Ninety Lacs only) in the account of Sh. Prabhjot Singh Saini and Jaspreet Kaur Farmaha with an intention to cheat the complainant and Lata Jindal.14. That the aforesaid persons namely Neeraj Singla, Anita Singla, Sh. Ram Lal Mittal, Sh. Prabhjot Singh Saini and Jaspreet Kaur Farmaha prepared a false and forged agreement to sell in favour of Sh. Neeraj Singla and Smt. Anita Singla with the malafide intention to grab Rs. 1,00,00,000/- (Rupees One Crore only) from the complainant and Lata Jindal. 15. That aforesaid accused persons caused a wrongful loss to the complainant and Lata Jindal and wrongful gain to themselves. They also committed offence of forgery by preparing a

wrong and false agreement to sell. 16. That it is pertinent to mention here that even the necessary fee for permission to transfer the House No. 39, NAC, Shivalik Enclave, Manimajra, U.T., Chandigarh in the record of Municipal Corporation, Chandigarh has been paid from the account of the complainant. It is therefore prayed that the aforesaid persons have prepared a forged agreement to sell in order to grab the amount of Rs.1,00,00,000/- (Rupees One Crore only) of the complainant and Lata Jindal and all the aforesaid persons have committed offences punishable under section 318, 338, 336, 340 and section 3 of BNS read with Section 61 BNS, so an FIR under the aforesaid section may kindly be registered against the aforesaid accused.SD/- Jatin Jindal son of Sh. Moti Lal Jindal resident of House no.14, NAC, Shivalik Enclave, Chandigarh.”

3. **Contention**

On behalf of the petitioner

Learned counsel for the petitioner would contend that whatever the agreement to sell is disputed on account of non-performance of its part by the petitioner in view of payment of Rs.1 crore as earnest money against the property i.e., House No.39, NAC Shivalik Enclave, Manimajra, U.T., Chandigarh, which was sought to be purchased by the complainant. The said amount was credited to the account of Shri Prabhjot Singh Saini and Jaspreet Kaur being the original owner of the said property and once a dispute arose, the said amount of Rs. One crore has been returned back to the complainant through bank accounts itself as such the offence under Section 420 and 406 of IPC prima facie would not be made out. As far as the performance of the rest of the part of the said agreement to sell in favour of the complainant is concerned is a subject matter of civil nature, which is being given by the colour of criminal liability.

On behalf of the State/complainant

Mr. Chetan Sharma, DAG Haryana, prays for dismissal of the present petition stating that though it is an admitted fact that one crore has been returned to the complainant, but the investigation in the matter could not proceed further in the absence of original agreement to sell dated nil. He submits that the stamp paper, allegedly purchased on 09.04.2024 for the said agreement, is yet to be examined and remains unproduced by the petitioner, despite being in his possession.

Per contra, learned counsel for the petitioner would refer to the contents of FIR itself, wherein the complainant has recorded as under:-

That in the month of December, 2024 Sh. Neeraj Singla handed over an agreement to sell to the buyers. After reading the said agreement to sell the buyers came to know that the sellers have executed the agreement to sell in favour of Sh. Neeraj Singla and his wife Anita Singla. After reading the said agreement the buyers were stunned to know that Sh. Neeraj Singla and the sellers have played a fraud with the complainant and Smt. Lata Jindal.

A perusal of the above would indicate that the original agreement to sell seems to be handed over to the complainant, but this Court cannot rule out the possibility that after reading of the said document by the complainant, the same might have been returned back.

Mr. Nitin Verma, Advocate has put in appearance on behalf of the complainant and filed his vakalatnama, which is taken on record. He would submit that it was only a photocopy shown to him, which was read over, but not the original of it, which is still in possession of the present petitioner.

4. **Analysis**

Be that as it may, the remaining concern for the investigating agency pertains to the production of the agreement to sell dated nil, which is essential for the continuation of the investigation. This aspect can be duly addressed if the petitioner joins the investigation. It is further noted that the petitioner, in paragraph 17 of his petition, has furnished an undertaking to abide by the terms and conditions that may be imposed by the Court in the event of grant of anticipatory bail.

This Court finds merit in the prayer made by the petitioner, particularly considering that the earnest money amounting to Rs. 1 crore, initially deposited by the complainant, has been refunded to the accounts of the complainant and his wife, which shows bona fides on the part of the petitioner.

5. **Relief:-**

Hence, the petitioner is directed to be released on anticipatory bail subject to his joining investigation with the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to his satisfaction. The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS, which are reproduced below:-

‘When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such directions in the light of the facts of the particular case, as it may think fit, including-

(i) a condition that the person shall make himself available for interrogation by a police officer as and when required;

(ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;

(iii) a condition that the person shall not leave India without the previous permission of the Court;

(iv) such other condition as may be imposed under sub-section (3) of section 480, as if the bail were granted under that section.'

However, it is made clear that in case the petitioner does not comply with the aforesaid direction of joining the investigation within a period of one week, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

20.05.2025

Meenu

Whether speaking/reasoned *Yes/No*

Whether reportable *Yes/No*