



**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH.**

CRM-M-45677-2025

Date of Decision:-10.09.2025

Kuldeep Singh.

.....Petitioner.

Vs.

State of Haryana.

.....Respondent.

CORAM:- HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present:- Mr. Ashit Malik, Advocate for the Petitioner.

Mr. T.P. Singh, Sr. DAG Haryana.

Mr. Suryakant Gautam, Advocate for the Complainant.

JASJIT SINGH BEDI, J.(ORAL)

The Prayer in this petition under Section 482 BNSS is for grant of the grant of anticipatory bail in case FIR No.321 dated 4.7.2025 under Sections 3(5), 316(2), 318(4), 336(3), 338, 340, 351(2), 61 BNS, 2023 registered at Police Station Civil Lines, Karnal, District Karnal.

2. The present FIR came to be registered at the instance of Rajesh Kumar and reads as under:-

“ To, the Superintendent of Police, Kurukshetra (Haryana).
Subject: Application for taking legal action against Ravneet Kaur wife of Kuldeep Singh and Kuldeep Singh for conspiracy and committing breach of trust and fraud. It is submitted that I, Rajesh Kumar son of Sh. Lal Chand, resident of Azad Nagar, Gali No.5, Thanesar. (1) I have family relation with Ravneet Kaur wife of Kuldeep Singh and Kuldeep Singh son of Kishan Singh, resident of



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House No.1191, Sector 7 and am a visiting term with them. Because of the family relation one day both of them told me that they have finalized a deal of 22 kanals of land in village Dadupur at Karnal. Both of them knew that I have taken a loan of Rs.20 lacs for completing the house. Under a conspiracy both of them planned to cheat me and without telling me I was made a partner in the deal. As per plans on 16 September, 2024 I was handed over a copy of affidavit which containing signatures of four sellers of land and three of buyers and two of witnesses. I was asked to sign an already prepared affidavit. Kuldeep Singh told me that this sale deed will be executed on 15th January. I assumed that it will be a profitable deal and I could get the house constructed next month by taking loan. Therefore, on 18th September I transferred Rs. 15 lacs from the account of my wife Seema Devi to the accused Kuldeep Singh (2) Around 1 January he started visiting my house saying he wanted money for getting the sale deed executed. After borrowing money from people I slowly transferred Rs. 19 lacs to him. Then he came to my house and took Rs.two lacs. In this way he slowly took Rs.36 lacs from me. (3) I pressurized Kuldeep to show me the sale deed so that I knew as to how much land has come to my share but he said the copy of sale deed will be received in day or two. Then he gave me photocopies of some other affidavit which containing signatures of the previous persons and told me that the sale deed will now be executed in July. (4) Kuldeep gave me a third affidavit wherein it was written that he had already received Rs.36 lacs and will get the sale deed executed by taking another Rs.6 lacs and took a cheque of Rs.6 lacs from me. After about a month Kuldeep returned the cheque of Rs.6 lacs and took Rs.6 lacs in cash from me. (5) I enquired and came to know that Kuldeep has not purchased any type of land. The



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couple have conspired, have given. false affidavit and cheated me. The couple conspired and betrayed me. The couple have conspired and prepared a fake affidavit and procured fake witnesses. They by misleading me had obtained my signatures. Whenever I demand my money back then Kuldeep threatens me with death and says that he has contact with high-ups and also with police persons, hence I could not harm him. He also threatened that if I ask for money again he shall finish me and my family and that he has made a gang from Pipli in Kurukshetra till Didar Nagar in which many persons are involved whose work is only to cheat people in this way. Possibly the couple is having the licensed gun. I have been told that they do not require any permission for shooting anybody. Their license be cancelled and gun be seized in the police station because my life and life of my family members are in danger. This work is not only the violation of law rather it is an effort to deceive my hard earned money. Therefore, your goodself is requested that this matter be investigated minutely and appropriate legal action be taken against the accused and Rs.42 lacs be got returned to me. I will be high obliged. Sd/ Rajesh Kumar.”

3. The counsel for the petitioner contends that the petitioner has been falsely implicated in the present case. The complainant had signed an agreement to sell with Raja Bala, Saroj Bala, Anil and Abhinav the so called owners of the land on 16.09.2024. Another agreement to sell was executed by the petitioner in favour of the complainant Rajesh Kumar on 17.01.2025. An affidavit has been executed by the complainant on 07.01.2025 wherein he has admitted that they had entered into agreement dated 16.09.2025 with Raj Bala, Saroj Bala, Anil and Abhinav wherein he , Vishal Singla, Jaibir Gautam and Kuldeep Singh (petitioner) had 25% share each in the land. In



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fact the petitioner and the complainant were in the absence of sale and purchase of land. The dispute, if any, is of a civil nature. The petitioner is ready and willing to join the investigation. Therefore, he is entitled to the grant of anticipatory bail.

4. The learned counsel for the State as well as counsel for the complainant, on the other hand, while referring to the Status report dated 02.09.2025 by way of affidavit of Ms. Kaanchi Singhal, IPS, Assistant Superintendent of Police, Karnal contend that on an application being moved before the Tehsildar, Nilokheri, Karnal for obtaining the record of the land measuring 22 kanal 15 marlas it was found that the ownership and mutation of the land was in the name of Raj Bala, Saroj Bala, Anil and Abhinav. An agreement dated 16.09.2024 was taken into possession and the statements of Raj Bala, Saroj Bala, Anil and Abhinav who are owners of the land were recorded in which they categorically stated that they had not entered into an agreement to sell their land in favour of Vishal, Jaibir Gautam, Kuldeep and Rajesh for a sum of Rs.1.85 crores. It has also been found during investigation that stamp paper no.X522310 on which the agreement to sell dated 16.09.2024 has been prepared was purchased by Kuldeep Singh (petitioner). Statement of the stamp vendor has been recorded and he has stated that the signatures and stamp on the affidavit are not his. Further the photocopy of the affidavit dated 15.09.2024 reveals that the same is not signed by the complainant. Apparently, the complainant has been cheated of a huge amount of money. As the offence stands *prima facie* established and the investigation has to be taken to its logical conclusion, no case for the grant of anticipatory bail is made out and the present petition is liable to be dismissed.

5. I have heard counsel for the parties.



6. The Hon'ble Supreme Court in the case of ***Sumitha Pradeep Vs. Arun Kumar C.K. & Anr. 2022 Live Law (SC) 870*** held that merely because custodial interrogation was not required by itself could not be a ground to grant anticipatory bail. The first and the foremost thing the Court hearing the anticipatory bail application is to consider is the prima facie case against the accused. The relevant extract of the judgment is reproduced hereinbelow:-

“It may be true, as pointed out by learned counsel appearing for Respondent No.1, that charge-sheet has already been filed. It will be unfair to presume on our part that the Investigating Officer does not require Respondent No.1 for custodial interrogation for the purpose of further investigation.

Be that as it may, even assuming it a case where Respondent No.1 is not required for custodial interrogation, we are satisfied that the High Court ought not to have granted discretionary relief of anticipatory bail.

*We are dealing with a matter wherein the original complainant (appellant herein) has come before this Court praying that the anticipatory bail granted by the High Court to the accused should be cancelled. To put it in other words, the complainant says that the High Court wrongly exercised its discretion while granting anticipatory bail to the accused in a very serious crime like POCSO and, therefore, the order passed by the High Court granting anticipatory bail to the accused should be quashed and set aside. **In many anticipatory bail matters, we have noticed one common argument being canvassed that no custodial interrogation is required and, therefore, anticipatory bail may be granted. There appears to be a serious misconception of law that if no case for custodial interrogation is made out by the prosecution, then that alone would be a good ground to grant anticipatory bail. Custodial interrogation can be one of the relevant aspects to be considered along with other grounds while deciding an application seeking anticipatory bail. There may be many***



cases in which the custodial interrogation of the accused may not be required, but that does not mean that the prima facie case against the accused should be ignored or overlooked and he should be granted anticipatory bail. The first and foremost thing that the court hearing an anticipatory bail application should consider is the prima facie case put up against the accused. Thereafter, the nature of the offence should be looked into along with the severity of the punishment. Custodial interrogation can be one of the grounds to decline custodial interrogation. However, even if custodial interrogation is not required or necessitated, by itself, cannot be a ground to grant anticipatory bail.

7. As per the police investigation, the agreement to sell dated 16.09.2025 purportedly executed by Raj Bala, Saroj Bala, Anil and Abhinav seems to be a forged document as the vendors have stated that they have not entered into the agreement to sell in favour of the petitioner, complainant and two others. It has been found that the stamp papers on which the agreement to sell was prepared has been purchased by the petitioner and not by the vendors. The stamp vendor has also got recorded his statement wherein he has stated that the stamp and signatures on the affidavit are not his. The photocopy of the affidavit dated 17.01.2025 for extension of time period for registration of the land from 15.01.2025 to 27.05.2025 also does not reveal any signatures of the complainant. Therefore, apparently, the offence is *prima facie* made out. Further the investigation is to be taken to its logical conclusion, for which the custodial interrogation of the petitioner is certainly required.

8. In view of the aforementioned discussion, I find no merit in the present petition. Therefore, the same stands dismissed.

9. However, the observations made hereinabove are only for the

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purposes of deciding this bail petition and the Trial Court is free to adjudicate upon the matter on the basis of the evidence led before it uninfluenced by any such observations made herein.

**(JASJIT SINGH BEDI)
JUDGE**

September 10, 2025

Vinay

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