



211 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-32144-2025
Date of decision : 17.06.2025

HARPREET

....Petitioner

Versus

STATE OF PUNJAB

...Respondent

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. K.B. Raheja, Advocate
for the petitioner.

Mr. Akhil Kamra, AAG, Punjab.

Mr. J.K. Singla, Advocate
for the complainant (through V.C.).

PANKAJ JAIN, J. (ORAL)

This petition has been filed under Section 483 of the BNSS 2023 for grant of regular bail to the petitioner in case F.I.R. No.54, dated 17.04.2025 registered for the offences punishable under Sections 318(4), 336(2), 338, 336(3), 340(1), 340(2), 316(2), 61(2) of BNS, at Police Station City-2 Mansa, District Mansa.

2. As per the contents of FIR, it has been alleged as under:

“A complaint no. PGD-532829, dated 09.02.2025, received through office of S.S.P. Sahib, Mansa. Subject: Complaint against (1). Simarjit Kaur wife Rajinder Ram son of Mukhtiyar Ram (2). Harpreet son of Rajinder Ram son of Mukhtiyar Ram, both are residents of Viswakarma Bhavan Street, Ward No. 1, Arya school Wali Gali Mansa, Tehsil & District Mansa. (3). Davinder Singh Jatana Mobile No. 8427977703, regarding registering a case of



cheating and arresting the accused. Sir, application is requested as under: 1). That I Gurmeet Singh son of Tarlochan Singh son of Isar Singh am resident of Dugal Khurd Teh: Patran District Patiala, 2). That the accused Davinder Singh Jatana works as a property dealer and who along with accused Simarjit Kaur has sold to him a property area measuring 30 Kanal 7 Marla, Waka/ hadbast no. 5/607, Hisa Baqdar 5 Marla, situated at Mansa Kalan, whose boundary as North 52 feet 6 inches Asok Kumar, South 52 feet 6 inches Meher Chand, East 26 feet 6 inches Mahendra Pal, West 26 feet 6 inches Street, in which the house is constructed, the deal an agreement to sell had entered on 29-01-2024, an according to terms and conditions of total sum of Rs.19,50,000/- was to be paid, the sale deed was scheduled to execute was fixed 01.08.2024. I paid an amount of Rs. 10 lacs on 21.02.2024 to Samarjit Kaur after taking it from my relatives, and further I had paid Rs. 4,50,000/- in cash on 21-02-2024. In this regard an agreement to sell was reduced in writing in the presence of witness had occurred dated 30-07-2024 in the court tehsil complex and got notarized. After which, on the request of Simarjit Kaur, the period of sale deed of the said house was postponed from 30-10-2024 to 12-11-2024, after which the written contract was signed. 3). That accused Davinder Singh Jatana in connivance with the said Harpreet Singh had agreed to sold an another land out of total land measuring 30 kanal 7 marla, area 669/60700 Hisa Bakdar 6.79 marla situated at Mansa Kalan, whose boundary is North 40 feet Arya School, South 40 feet street, East 45 feet Simarjit Kaur, West 45 feet street, which The house is constructed. An agreement to sell was reduced in writing dated 30-09-2024 an amount of Rs. 3,50,000/- per Biswa was fixed an amount of Rs. 9 lakhs was to be paid (out of which Rs. 4 lakhs through check and Rs. 5 lakhs in cash) was given. The date of sale deed was fixed for 30.12.2024. On 12-11-2024 an amount of Rs 5 lakh was withdrawn from my bank account and given I had given in the presence of one Harpal Singh son of Sukhdev Singh resident of Dugal Kalan to Harpreet Singh, thus Harpreet Singh got the entire amount. I trusted an accused No. 3 a lot.4). That accused No.3, by colluding with each other and under



the scheme, very cleverly he had taken my signature on a blank stamp paper, on pretext to that if the date of sale deed to be extended from 12-11-2024 to 30-12-2024, then they will reduced it writing on said stamp paper. On such pretext, he got transferred from me to sum of Rs. 65,000/- it has been got transferred by me to the account of Simarjeet Kaur and further taken an amount of Rs. 85000/- in cash, for registry expenses, and obtained for purchase of stamps for sale deed in the name of Harpreet Singh. 5). That due to the closure of Punjab by Kisan Union on 30-12-2024, I called accused No. 3 on 30-12-2024, and told him to return the original agreement to sale and to complete the registration of sale deed on 31-12-2024 as per the terms of the contract/agreement to sell to accused No. 1 and 2 and I was present in the office of sub-registrar Mansa on 31-12-2024 to execution of sale deed but accused did not came there. Then I got mark my presence in the office of sub-registrar Mansa. I talked with the accused No. 3, who admitted on his mobile phone saying that the original contract/agreement with him along with said blank stamp papers, the recording of which is present in my mobile phone. 6). That on 15-02-2025 I told to the accused above to came at Mansa and asked for the registration of the sale deed as per the terms of the agreement and asked to accused No. 3 to return to the original agreement and blank stamp papers including signatures, If the sale deed could not be done, then I requested him to please return my money, then the accused immediately got angry and said that they have cheated you and so do what you have to do, in this way accused cheated me and committed breach of contract with me. Thus through this application I am requesting you to kindly takes an appropriate action against the accused above by lodging FIR and they may be arrested and justice be given to me. Dated 17.02.2025. Sd/Gurjit Singh, Gurmeet Singh son of Tarlochan Singh son of Isar Singh Resident of Dugal Khurd Teh: Patrann District Patiala Dated 17.02.2025.”

3. Mr. Raheja submits that the dispute between the parties is



purely civil in nature as the petitioner is accused of having entered into an agreement to sell and thereafter resiled. He further submits that the petitioner is behind bars since 21st of April, 2025. Whole of the evidence against the petitioner is documentary and thus custody of the petitioner should not be prolonged as a punitive measure.

4. Counsel for the complainant as well as State Counsel oppose the bail plea by submitting that the petitioner is a habitual offender and is facing two more prosecutions involving similar allegations.

5. I have heard counsel for the parties and have gone through records of the case.

6. Custody Certificate has been produced. The same is taken on record. As per which, the petitioner has undergone actual incarceration of more than 1 month and 25 days. It is not disputed that the primary allegation against the petitioner is of having not performed his part *qua* the agreement to sell entered into between the parties. *Qua* the same, parties are already before the Civil Court. Apart from that, the evidence in the present case primarily being of documentary nature, this Court finds that the petitioner deserves to be enlarged on bail.

7. Without commenting on the merits of the case, keeping in view the incarceration already suffered by the petitioner, the present petition is allowed. The petitioner is ordered to be released on bail on his furnishing bail bonds/surety bonds to the satisfaction of the Trial Court/Duty Magistrate concerned.



8. Needless to say that anything observed hereinabove shall not be construed to be an expression of opinion on the merits of the case.

June 17, 2025

Dpr

(Pankaj Jain)

Judge

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No