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

**CRM-M No.18788 of 2025 (O&M)**

**Date of Decision: 06.08.2025**

**Reserved on: 25.07.2025**

Anurag Bansal

... Petitioner

Versus

State of Punjab and another

... Respondents

**CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA**

Present: Mr. Aditya Sanghi, Advocate and  
Mr. Sandeep Vashisht, Advocate,  
for the petitioner.

Ms. Sakshi Bakshi, AAG, Punjab,  
for the respondent-State.

Mr. Mukul Singla, Advocate,  
for respondent No.2.

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**MANISHA BATRA, J.**

1. The present petition has been filed by the petitioner under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (For short "BNSS") seeking anticipatory bail in the FIR mentioned below:-

<b>FIR No.</b>	<b>Dated</b>	<b>Police Station</b>	<b>Sections</b>
0002	02.01.2025	Division 5-Ludhiana, District Police Commissionerate, Ludhiana	318(4) and 316(2) of of the Bharatiya Nyaya Sanhita, 2023 (For short "BNS")

2. The facts and allegations relevant for the purpose of this petition are being taken from the status report as filed by the State and the

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same read as follows:-

**i.** That the present matter arises from a written complaint submitted by Respondent No.2 - Jeevan Jain (hereinafter referred to as "the complainant") to the Commissioner of Police, Ludhiana, which was assigned as PGD No. 489112/490414 dated 16.12.2024.

**ii.** It had been stated in the aforesaid complaint that the petitioner i.e. Anurag Bansal was acquainted with the complainant through a common business friend, and taking advantage of this acquaintance, approached the complainant in or around October 2023, shortly before Diwali, with a proposal to sell his property due to alleged financial urgency. The petitioner represented that he was the sole owner of one floor, and joint owner with his wife of another floor, of property situated at 195-E, Ashok Vihar, Phase-1, Delhi, and offered to sell both floors for a total consideration of Rs. 7,00,00,000/-.

**iii.** Relying upon the representations and assurances made by the petitioner and his wife, the complainant agreed to the transaction and transferred a total sum **Rs.6,62,00,000/-** through RTGS, of which **Rs.5,62,00,000/-** was transferred to the account of the petitioner, and **Rs.1,00,00,000/-** to the account of his wife, **Parul Bansal**. It is alleged that the petitioner later returned **Rs.2,79,00,000/-** and Parul Bansal **returned Rs.1,00,00,000/-**, stating that the jointly owned property could not be sold due to objections of his wife, but assured that the petitioner would execute the sale deed of the other floor registered in his sole name.

**iv.** However, the petitioner failed to fulfil his assurances and, upon repeated requests for refund of the balance amount or completion of the transaction, allegedly threatened the complainant via WhatsApp voice messages. Despite continued

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follow-ups and personal meetings, including a visit to Punjab on 10.10.2024, the petitioner failed to return the balance amount or honour the agreement.

v. The complainant, upon further inquiry, discovered that the ownership documents shown by the petitioner and his wife were fraudulent, and that the property in question was not in their names but belonged to a third party. It was thus alleged that the petitioner and his wife, in collusion with others, hatched a criminal conspiracy to cheat the complainant of Rs. 2,37,00,000/-, being the outstanding amount withheld by them without any valid legal entitlement.”

3. It is argued by learned counsel for the petitioner that he has been falsely implicated in this case. Infact, the dispute between the parties is of civil nature it being a case of commercial disagreement but it has wrongly been given criminal colour by the complainant, who has forged a financial disagreement into an instrument of coercion and leverage. His signatures were forcibly obtained by the complainant on multiple documents by applying coercive methods in the proceedings of FIR which has been got lodged against the complainant within the jurisdiction of Delhi. Facts have been twisted. The petitioner has voluntarily returned an amount of Rs.3.79 crores out of total alleged sums of Rs.6.62 crores which shows his bona fide. The ingredients for commission of offences punishable under Sections 318(4) and 316(2) of BNS are not at all attracted. He is ready to join the investigation. He is a respectable businessman and has permanent abode. His custodial interrogation is not required. No purpose would be served if he is detained in custody. It is, therefore, argued that the petition deserves to be

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allowed.

4. Status report has been filed. It is argued by learned Assistant Advocate General, Punjab assisted by learned counsel for respondent No.2 that there are serious and specific allegations against the petitioner who in connivance with his wife had induced the complainant to part with a sum of Rs.6,62,00,000/- through RTGS in the account of the petitioner and his wife. Only an amount of Rs.3,79,00,000/- had been returned and he failed to return the remaining amount of money. The agreement executed by him with regard to property was found to be based on fraudulent pleas since the ownership documents shown by him were found to be forged. He is a habitual offender. His custodial interrogation is must for conducting thorough investigation in the matter. No exceptional and extraordinary circumstance for grant of bail is made out. It is, therefore, argued that the petition does not deserve to be allowed.

5. This Court has considered the rival submissions.

6. The petitioner in connivance with his wife is alleged to have entered into a agreement to sell some property in favour of the complainant and is alleged to have taken huge amount of money as sale consideration amount. The said property was subsequently found to be owned by third party and not by petitioner and his wife as projected by the petitioner. He is stated to have returned an amount of Rs.3,79,00,000/-. The dishonest intention on the part of the petitioner at the time of executing agreement can be inferred from the fact that the agreement was executed while fully

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knowing that the petitioner was not owner of the property in question. The allegations against the petitioner are specific and serious in nature. For conducting thorough investigation in the matter, the custodial interrogation of the petitioner is must. It is well settled proposition of law that powers for grant of pre arrest bail are to be exercised in extraordinary and exceptional circumstances. No such circumstance is, however, made out in this case. The custodial interrogation of a suspected person is qualitatively more elicitation oriented than questioning a suspect who is well ensconced with a favourable order of anticipatory bail. Keeping in view the gravity thereof, the role attributed to the petitioner, the likelihood of his influencing the course of investigation and also of tampering with the evidence, no ground has been made out for allowing the petition. As such, this Court is of the considered opinion that the petition does not deserve to be allowed. Accordingly, the same is dismissed.

7. It is, however, clarified that observations made hereinabove shall not be construed as an expression of opinion on the merits of the case.

8. Miscellaneous application(s), if any, also stand disposed of.

**(MANISHA BATRA)**  
**JUDGE**

**06.08.2025**  
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Whether speaking/reasoned  
Whether reportable

Yes/No  
Yes/No