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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH
(215)

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Date of decision: 22.09.2025

Himanshu Khatri Petitioner

V/s

State of Haryana ...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Sahil Goel, Advocate, for the petitioner.

Mr. Viney Phogat, DAG, Haryana.

JASJIT SINGH BEDI, J. (Oral)

The prayer in the present petition under Section 482 of BNS, 2023 is for the grant of anticipatory bail to the petitioner in case FIR No.49 dated 12.04.2025 under Sections 316(2), 318(4), 3(5), 338 BNS registered at Police Station BPTP, Faridabad.

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

To The Commissioner of Police, Faridabad. Subject-Regarding extorting money fraudulently in connection with the purchase of a flat. Sir, it is stated that I am Amit Kumar Srivastava son of Sri Ramakant Srivastava, am a resident of House No.229/25, D, Street No-2, Railway Colony, Mandawali, Delhi-92 Mobile No.-9911835381 and working in LIC Noida Sector-18. I am a law-abiding Indian citizen and I am requesting as stated below. That

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in June 2024, I came to Faridabad to see the flat and I met property dealer Arjun @ Deepanshu Khatri and his partners Rajeev Mittal and Shubham Raghav in their office at 0-75 Vipul Plaza, Farid. When I told them to buy the flat, they showed me Flat No. 0-P-1B, 9th Floor in Anushree Apartments Sai0-75. For which a total of 46 lakh 50 thousand rupees was negotiated between us. 2. That Arjun alias Dipanshu Khatri took Rs. 7 lakh 33 thousand 800 from me in the name of Bank Ganga Realty FP in July 2024 in lieu of the flat and later also received a total of Rs.20,23,748/- from me through cheque and online. 3. After receiving this amount, in September 2024, Arjun gave me the builder-buyer agreement of the alleged flat and after that he gave the receipt of money, allotment letter etc. on the letterhead of Anushree Apartments. 4. That on the basis of these documents, when the loan is applied by me for the balance amount in Bank of Baroda N.I.T. the documents were submitted to the bank, the documents were called fake and the loan was rejected. 5. After which I contacted Arjun etc. He gave me two cheques for December month and three for the month of March as per the agreement to refund the amount of 5 cheques in December month. But both the cheques bounced when they were deposited in December. I will submit the copy of the contract, the cheques given by me to the banks, the cheques given by the accused during the investigation. 6. That when I asked about their money, Arjun and his partners abused me and spoke to me in abusive language and said that we will not return your money. Sir, according to the above events and documents, it is clear that Arjun alias Dipanshu Khatri Mob-9650313080, 8209185343, 9461742263, 9810836153 resident of No-2B, First Floor, NIT0-2, Block B, Faridabad, Rajeev Mittal Mo-9509050734, Shubham Raghav MO-8449709582,

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7417449660, resident of Panchsheel Colony, Neer IMT, Ram Ghat Road, Devsaini, Kawadsı, Aligarh, UP knowingly met the owners of Anushree Apartments with the intention of cheating me from the beginning. My money has been embezzled by fraud in the name of giving flats. I should be given justice by taking legal action against those who have committed fraud, forgery, and have given false documents. The complainant will be forever grateful to you. Date: 13.03.2025 Complainant SD AMIT Amit Kumar Srivastava.

3. The investigation of the present FIR was conducted by P/SI Anshul, EOW Central, Faridabad. During investigation, the relevant record was obtained from the concerned banks and the record regarding the flat in question was also obtained. It came forth during investigation that the complainant Amit Kumar Srivastava had paid Rs. 7,53,800/- out of the total amount of Rs.20,23,748/- into the account no. 43125047121 (SBI) of Ganga Realty F&P and rest of the amount was paid in other bank accounts and by cash. The petitioner Himanshu Khatri who impersonated as Rajiv Mittal is the signing authority of the account no. 43125047121 (SBI) of Ganga Realty F&P account.

The concerned officer of Anushree Builder was joined in the investigation and he stated that the receipt, allotment letter and builder buyer agreement have not been issued by them and fake letterheads etc. of their company have been used.

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Accused Deepanshu Khatri was arrested on 30.07.2025. His disclosure statement was recorded wherein he named the petitioner-Himanshu Khatri.

4. The learned counsel for the petitioner contends that the petitioner has been falsely implicated in the present case. A civil dispute has been converted to a criminal case. In fact, the petitioner has not been named in the FIR nor has he entered into any agreement or witnessed the transaction between the parties. Dipanshu Khatri, after admitting his liability has issued the cheques in question. As the petitioner is ready and willing to join investigation, he be granted the concession of anticipatory bail.

5. The learned counsel for the State, on the other hand, has filed a reply dated 13.09.2025 by way of an affidavit of Narender Kumar, HPS, Assistant Commissioner of Police, EOW, Faridabad, which is taken on record. While referring to the said reply, he contends that the petitioner-Himanshu Khatri impersonated as Rajiv Mittal while entering into a deal with the complainant. It is the petitioner who had prepared the fake builder buyer agreement of Anushree Apartments. The money receipt on the fake letterhead of Anushree Apartments, the fake allotment letter on his laptop and all the fake signatures were affixed by him alongwith the fake seal of Anushree Apartments. He has also prepared a forged agreement to sell dated 19.07.2024 of the flat of Anushree Apartments between his firm-Ganga Reality F&P and the complainant-Amit Kumar Shrivastav and had given the

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same to the complainant upon which the petitioner has affixed forged signatures of Dalip Sharma. He has also issued two cheques dated 19.12.2024 from the account of his firm-Ganga Reality F&P upon which he affixed the forged signatures of Dalip Sharma. Further, the complainant has paid an amount of Rs.7,53,800/- out of the total amount of Rs.20,23,748/- in account No.43125047121 (SBI) of Ganga Realty F&P. The petitioner is the signing authority of the said account with the SBI Bank. Therefore, his custodial interrogation is required for recovering the laptop/device through which the forged documents have been prepared. *Prima facie*, the offence stands established. He, thus, prays that the present petition be dismissed.

6. I have heard the learned counsel for the parties.

7. The Hon'ble Supreme Court in the case of '***Sumitha Pradeep Vs. Arun Kumar C.K. & Anr. 2022(4) RCR (Criminal) 977***', has 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



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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***

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interrogation is not required or necessitated, by itself, cannot be a ground to grant anticipatory bail.”

8. As per the prosecution case, the complainant sought to purchase an apartment for which he paid a substantial amount of money to the accused. However, it transpired that all the documents prepared to facilitate the sale of the apartment have been forged and fabricated by the petitioner. An amount of Rs.7,53,800/- has been received by him in an account standing in the name of Ganga Realty F&P of which the petitioner himself is the signing authority. He masqueraded as Rajiv Mittal and dealt with the complainant.

9. The petitioner is also a habitual offender with three other cases registered against him, the details of which are as under:-

Sr. No.	FIR No./dated	Under Sections	Police Station
1.	41/04.02.2025	316(2), 318(4), 3(5) BNS	Central, Faridabad
2.	130/03.05.2025	318(4), 3(5) BNS	Kheripul, Faridabad
3.	744/14.07.2025	318(2), 316(2), 352, 351(2), 351(3), 3(5) BNS	Tofkhana, Distt. Ahilyanagar, Maharashtra

10. As the offence stands *prima facie* established, certain recoveries are to be effected for the investigation to be taken to the logical conclusion and the petitioner is a habitual offender, he is not entitled to the concession of anticipatory bail.

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11. In view the above discussion, I find no merit in the present petition and the same stands dismissed.

12. However, it is made clear that the observations made in this order are only for the purpose of deciding this bail application and the Trial Court is free to adjudicate upon the matter on the basis of the evidence lead before it uninfluenced by any such observations made.

13. The pending application(s), if any, shall stand disposed of accordingly.

September 22, 2025
sukhpreet

(JASJIT SINGH BEDI)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No