

CRM-M-32776-2025

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-32776-2025
Reserved on: 07.08.2025
Pronounced on: 20.08.2025

Bharat Bhushan ...Petitioner

Versus

State of Punjab ...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Kunal Dawar, Advocate and
Mr. Jagjot Singh, Advocate
for the petitioner.

Mr. Jasdev Singh Thind, DAG, Punjab.

Ms. Rushil Sharma, Advocate and
Ms. Raageshwari Sharma, Advocate
for the complainant.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
234	25.07.2024	Sohana, District SAS Nagar Punjab	420, 465, 467, 468, 471 IPC

1. The petitioner incarcerated in the FIR captioned above had come up before this Court under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking regular bail.

2. In paragraph 26 of the bail petition, the accused declares the following criminal antecedents:

Sr. No.	FIR No.	Date	Offenses	Police Station
1	295	2022	---	Rajendra Park

3. The facts and allegations are being taken from the reply filed by the State, which reads as follows:

“That it is respectfully submitted here that a complaint bearing no. 3413/Peshi/SSP dated 30.06.2023, was submitted by the complainant Ranveer Sagar before the office of Senior Superintendent of Police, Mohali against Bharat Bhushan/Petitioner for transferring the plot

CRM-M-32776-2025

bearing No. 371, area 800 sq. yds., Ansal API, Sector 114, Mohali, which was owned by the complainant, by forging the signatures without paying the balance amount of 50 lacs and for committing cheating. The complainant in his aforesaid complaint had broadly stated that the complainant was 73 years old person and was suffering from old age ailments, due to which his property dealing business suffered. The complainant further stated that the aforesaid Bharat Bhushan was known to him as he had worked with the complainant in his property dealing business about 20 years ago. The abovesaid Bharat Bhushan/Petitioner wanted to purchase the property of the complainant i.e. Plot bearing No. 371, area 800 sq. yards, Ansal API, Sector 114, Mohali. As Bharat Bhushan/Petitioner was known to the complainant, hence the complainant trusted him. However, Bharat Bhushan/Petitioner took the advantage of the old age of the complainant and asked him to execute an agreement to sell, but he cleverly executed a full and final title agreement, instead of an agreement to sell on 21.06.2023, as per which the total sale consideration was of the 1 Cr. and paid an amount of Rs. 50 Lacs to the complainant and the remaining amount of Rs. 50 lakhs were to be paid at the time of execution of the Sale Deed. The complainant further stated that when he contacted Ansal API/ the company for the annual maintenance of the plot, then the complainant came to know that the aforesaid plot had been transferred in the name of Bharat Bhushan/Petitioner. When the complainant contacted Bharat Bhushan/Petitioner in this regard then he told the complainant that he had already paid the whole amount with regard to the plot, whereas he still had to pay an amount of Rs. 50 Lakhs to the complainant. When the complainant confronted Bharat Bhushan/Petitioner, he told the complainant to do whatever he wanted. Thus, the abovesaid Bharat Bhushan/Petitioner had committed cheating with the complainant and had transferred the property in his name by forging his signatures. Hence, the complainant had sought legal action against Bharat Bhushan/Petitioner.”

4. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that further pre-trial incarceration would cause an irreversible injustice to the petitioner and their family.

5. The petitioner's counsel submits that the petitioner would have no objection whatsoever to any stringent conditions that this Court may impose, including that if the petitioner repeats the offense or commits any non-bailable offense which provides for a sentence of imprisonment for more than seven years, the State may file an application to

CRM-M-32776-2025

revoke this bail before the concerned Court having jurisdiction over this FIR, which shall have the authority to cancel this bail, and may do so at their discretion, to which the petitioner shall have no objection.

6. The State's counsel opposes bail and refers to the reply.

7. It would be appropriate to refer to the following portions of the reply, which read as follows:

"6. That as far role of the petitioner is concerned, is submitted here that the petitioner instead of paying the remaining money to the complainant, had maliciously submitted the documents i.e transfer form, Aadhar Card of the complainant, Pan Card, Bank Verification, indemnity Bond, affidavit etc., before the Ansal API/Company, which is substantiated during investigation as Sachiv Sharma, the authorized officer of the aforesaid Ansal API has categorically mentioned in his statement that the aforesaid company transferred the plot in question on the basis of the documents submitted by Bharat Bhushan/Petitioner. Furthermore, the Petitioner had forged the signatures of the complainant on the aforesaid Transfer Form in order to get the aforesaid plot in question transferred to his name, thus the petitioner has caused wrongful loss to the complainant and wrongful gain to himself."

REASONING:

8. Allegations against the petitioner are that he had cheated the complainant by forging signatures of the complainant for getting the plot transferred in his name. However, after the investigation, it was revealed that there is involvement of some other persons i.e. employees/representatives/staff members of the Ansal API as the company requires presence of both the parties for transferring the plots in their record and same procedure was not adopted in this case. Signatures of the complainant were also obtained before the learned Executive Magistrate, SAS Nagar on 29.01.2024 for forensic examination and comparison and FSL report is still awaited. As per para No.2 of the status report, petitioner already paid an amount of Rs.77 lacs, out of agreed amount as initially petitioner and complainant entered into agreement of sale/purchase of the plot which was later got transferred by the petitioner fraudulently without payment of remaining agreed amount. Challan has been presented and the trial will take time, therefore, pre-trial incarceration should not be a replica of post-conviction sentencing.

9. Per paragraph 18 of the bail petition, the petitioner has been in custody since 03.05.2025. Per the custody certificate dated 06.08.2025, the petitioner's total custody in this FIR is 03 months. Given the penal provisions invoked viz-a-viz pre-trial custody, coupled with the prima facie analysis of the nature of allegations, and the other factors peculiar to this case, there would be no justifiability for further pre-trial incarceration at

CRM-M-32776-2025

this stage,.

10. Without commenting on the case's merits, in the facts and circumstances peculiar to this case, and for the reasons mentioned above, the petitioner makes a case for bail.

11. Given above, provided the petitioner is not required in any other case, the petitioner shall be released on bail in the FIR captioned above subject to furnishing bonds to the satisfaction of the concerned Court and due to unavailability before any nearest Ilaqa Magistrate/duty Magistrate. Before accepting the surety, the concerned Court must be satisfied that if the accused fails to appear, such surety can produce the accused.

12. While furnishing a personal bond, the petitioner shall mention the following personal identification details:

1.	AADHAR number	
2.	Passport number (If available) and when the attesting officer/court considers it appropriate or considers the accused a flight risk.	
3.	Mobile number (If available)	
4.	E-Mail id (If available)	

13. This order is subject to the petitioner's complying with the following terms.

14. The petitioner shall abide by all statutory bond conditions and appear before the concerned Court(s) on all dates. The petitioner shall not tamper with the evidence, influence, browbeat, pressurize, induce, threaten, or promise, directly or indirectly, any witnesses, Police officials, or any other person acquainted with the facts and circumstances of the case, or dissuade them from disclosing such facts to the Police or the Court.

15. The significant consideration for granting bail is that the Court aims to give the petitioner another chance to course-correct, reform, and reintegrate into the community as an ideal citizen. To ensure that the petitioner also abides by the assurance made on the petitioner's behalf by not repeating the offence or indulging in any crime, it shall be desirable to impose the following additional condition.

16. This bail is conditional, with the foundational condition being that if the petitioner repeats the offense or commits any non-bailable offense which provides for a sentence of imprisonment for more than seven years, the State shall file an application to revoke this bail before the concerned Court having jurisdiction over this FIR, which shall have the authority to cancel this bail, and as per their discretion, they may cancel this bail.

17. Any observation made hereinabove is neither an expression of opinion on the case's merits nor shall the trial Court advert to these comments.

18. A certified copy of this order would not be needed for furnishing bonds, and any

CRM-M-32776-2025

Advocate for the Petitioner can download this order along with case status from the official web page of this Court and attest it to be a true copy. If the attesting officer wants to verify its authenticity, such an officer can also verify its authenticity and may download and use the downloaded copy for attesting bonds.

19. **Petition allowed** in terms mentioned above. All pending applications, if any, stand disposed of.

(ANOOP CHITKARA)
JUDGE

20.08.2025
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Whether speaking/reasoned: Yes
Whether reportable: No.