

CRM-M-10713-2025

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

CRM-M-10713-2025
Reserved on: 05.05.2025
Pronounced on: 13.05.2025

Parveen Kumar ...Petitioner

Versus

State of Haryana ...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Gopal Sharma, Advocate
for the petitioner.

Mr. Aashish Bishnoi, DAG, Haryana.

Mr. Randeep S. Dhull, Advocate
for the complainant.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
19	17.01.2024	Murthal, District Sonipat	420, 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. Per paragraph 16 of the bail petition as well as para 8 of the status report, the accused has the following criminal antecedents:

Sr. No.	FIR No.	Date	Offenses	Police Station
1	325	09.10.2020	420/406 IPC	City Sonipat
2	150	04.03.2021	420/406 IPC	City Sonipat
3	72	10.02.2022	174A IPC	City Sonipat

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

“That the instant FIR came into being on the basis of complaint bearing No.CMOFF/N/2023145563 dated 08.11.2023 made by complainant Sunil Kumar son of late Shri Dayanand, resident of village Malikpur, P.S. Murthal, District Sonipat. It is submitted that after inquiry conducted by Assistant Commissioner of Police Murthal, Sonipat, the same was

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received in Police Station Murthal with the recommendation for registration of criminal case against petitioner. In the said complaint, the complainant has stated that in September, 2018, accused Parveen Kumar had sold a plot measuring 500 square yards to complainant and took Rs.5.00 lacs as earnest money. The rate of the plot was settled as Rs.3,300/- per square yard, total amounting to Rs. 16,50,000/- and petitioner/accused Parveen Kumar assured to get executed agreement on 11.10.2018. The complainant further stated that PC Petitioner/accused Parveen Kumar has handed over an affidavit executed by owner of the plot namely Chanderdeep Bhutani son of Sh. Arjun Dass Bhutani, resident Delhi and Suchinder Walia son of Sh. Amarjeet Walia, resident of Delhi. He further stated that petitioner/accused Parveen Kumar had also appended his signatures on the affidavit as a witness and he assured to get registered the sale deed on 30.10.2018. After two days, petitioner/accused Parveen Kumar told that he is having 800 square yards of land and due to short width, he will sell all 800 square yards land instead of 500 square yards because nobody will purchase the remaining land due to less width. On 30.10.2018, on the assurance to execute the sale deed, petitioner/accused Parveen Kumar has received Rs.50,000/- from the complainant and stated to execute the sale deed on 16.11.2018. On the assurance of petitioner/accused Parveen Kumar, complainant has transferred Rs.7,00,000/-in the bank account of Krishan Kumar son of Kanshi Ram, the actual owner of plot through RTGS. The complainant further stated that petitioner/accused Parveen Kumar has also received cheque of Rs. 13,60,000/- without name and date, however, petitioner/accused Parveen Kumar has not executed the sale deed on one pretext or the other. Thereafter, complainant moved the complaint in Police post Mimarpur, P.S. Murthal, Sonipat. On 27.11.2019 through the Panchayati compromise petitioner/accused Parveen Kumar requested for 24 days time to execute the sale deed. On 20.08.2020, petitioner/accused Parveen Kumar had shown his inability to get registered the sale deed of 800 square yards and stated to hand over Rs.25.00 lacs as double of Rs. 12,50,000/- and to execute the sale deed of 400 square yards against Rs.13,60,000/-. The complainant further stated that petitioner/accused Parveen Kumar had handed over the cheque of Rs.25,00,000/- and possession of plot measuring 400 square yards. However, said cheque was dishonoured and complainant has filed complaint under Section 138 of Negotiable Instruments Act in District Court, Karnal. The complainant further stated that on 8.10.2020, he had moved a complaint to Superintendent of Police, Sonipat and during inquiry, petitioner/accused

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Parveen Kumar admitted that he has committed fraud and affidavit produced by him is also forged and he assured to get registered the sale deed of 500 square yards and requested for two months time to execute the sale deed, but petitioner/accused Parveen Kumar has not executed the sale deed. Thereafter, on 10.12.2021 complainant made complaint to Superintendent of Police, Sonipat against petitioner/accused Parveen Kumar. On 26.03.2022 petitioner Parveen Kumar again admitted of committing fraud and admitted to have received Rs.12,50,000/- in cash and cheque amounting to Rs. 13,60,000/- and to have delivered possession of plot measuring 400 square yards to complainant Sunil Kumar. However, Krishan Kumar, the original owner of the plot has disclosed that accused Parveen Kumar and his associates are not executing the sale deed as value of the plot is in crores of rupees. Later on, complainant again made complaint to the police. The complainant further stated that his mother and father have also expired due to tension due to non-execution of sale deed by petitioner/accused Parveen Kumar. With these allegations, the complainant sought for legal action against petitioner/accused Parveen Kumar. On receipt of above information, instant FIR was registered and investigation was set into motion.”

4. The petitioner's counsel on instructions submits that petitioner shall not repeat the offence and would not indulge himself in any offence where sentence is more than seven years and if he does so, he has no objection if State files application for cancellation of bail in the present FIR as well as in FIR Nos,325 dated 09.10.2020 and 150 dated 04.03.2021 if undergone custody by the petitioner is less than half in these FIRs. He further 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 State's counsel opposes bail and refers to the reply.

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

“That as far as the role of petitioner/accused Parveen Kumar in the present case is that he agreed to sell plot measuring 500 square yard to complainant at the rate of Rs.3,300/-per square yard and received Rs.5,00,000/- as earnest money and further prepared/procured fake Rs.50,000/-. The petitioner agreement to sell dated 11.10.2018. Petitioner has also got transferred Rs.7,00,000/- in the bank account of Krishan Kumar, original owner of plot through RTGS and also received cheque amounting to Rs. 13,60,000/- from the complainant. However, the

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petitioner did not execute any sale deed in favour of complainant. It is pertinent to mention here that on the stamp paper, on which the forged agreement has been scribed bears the mobile phone No.97290xxxxx of petitioner, which shows that the said stamp was also procured by petitioner and the stamp vendor namely Rohtash in his statement has also specifically stated that the person to whom the mobile phone No.97290xxxxx belongs had purchased the said stamp paper, as before generating the E-stamp paper, OTP is always sent on the mobile number of purchaser of stamp paper.”

REASONING:

7. Perusal of the file shows that the case is of civil nature and considering the petitioner’s undertaking, this Court deems it appropriate to give a chance to him to mend his ways. There is sufficient prima facie evidence connecting the petitioner with the alleged crime. However, pre-trial incarceration should not be a replica of post-conviction sentencing. Per the custody certificate dated 04.05.2025 the petitioner’s total custody in this FIR is 03 months & 03 days. 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 this stage.

8. 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. This order shall come into force from the time it is uploaded on this Court's official webpage.

9. 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.

10. 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)	

11. This order is subject to the petitioner’s complying with the following terms.

12. The petitioner shall abide by all statutory bond conditions and appear before the

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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.

13. This bail is conditional, and the foundational condition is that if the petitioner repeats the offence and indulges himself in the offence where sentence is more than seven years, the State may file an application for cancellation of this bail before the Sessions Court, which shall be at liberty to cancel this bail as well as in FIR Nos. 325 dated 09.10.2020 and 150 dated 04.03.2021 if custody in these FIRs undergone is less than half of the prescribed sentence.

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

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

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

(ANOOP CHITKARA)
JUDGE

13.05.2025
anju rani

Whether speaking/reasoned: Yes
Whether reportable: No.