



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

**CRM-M-14033-2025**

**Date of Decision:20.03.2025**

Sunil Kumar

...Petitioner

vs.

State of Haryana and Anr.

...Respondents

**Coram :** Hon'ble Mr. Justice N.S.Shekhawat

**Present:** Mr. Sandeep Kumar Yadav, Advocate  
for the petitioner.

Mr. Rajinder Kumar Banku, Deputy Advocate General, Haryana.

Mr. Paras Chaudhary, Advocate for respondent No.3.

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**N.S.Shekhawat J. (Oral)**

1. The petitioner has filed the present petition under Section 482 of B.N.S.S with a prayer to grant anticipatory bail to him in case FIR No.35, dated 18.02.2025, under Sections 318(4), 338,336(3), 341,61 of BNS, registered at Police Station City Mohindergarh, District Mohindergarh (Annexure P-1).

2. The F.I.R in the present case was registered on the basis of the complaint moved by Poonam Devi wife of Ashok Kumar and the same has been reproduced below:-

*To, Superintendent of Police, Mahendragarh  
situated at Narnaul, District Mahendragarh. Subject:  
Application for taking legal action against Lal Singh son of  
Mr. Rohtash resident of Noranga Bas Tehsil and  
District- Charkhi Dadri and Sunil Kumar son of Mr. Rajkumar  
resident of Malda Sarai Tehsil and District- Mahendragarh etc.*

*Sir, the application is as follows: 1. The applicant submits as follows 1- Mrs. Poonam Devi wife of Mr. Ashok Kumar resident of town Mahendragarh, Tehsil and District- Mahendragarh 2- Ishwar Singh son of Mr. Maman Singh resident of Beri, Tehsil and District- Mahendragarh, are permanent residents. 2. That Sunil Kumar son of Shri Rajkumar resident of Malra Sarai Tehsil and District- Mahendragarh told that Lalsingh son of Shri Rohtash resident of Nauranga Bas has purchased from Smt. Rajesh Devi wife of Shri Vinod Kumar son of Shri Satyabir Singh resident of Akeda, Tehsil and District-Rewari, Visvedar Mauja Budhram Colony Ward No. 8 Town Mahendragarh with Arazi Jarai Jare Khewat No. 214 Khatauni No. 238 Kita 14 Area 61 Kanal Marla and Khewat No. 216 Khatoni No. 240 Kita 4 Area 34 Kanal 6 Marla and Khewat Number 705 Khatoni Number 925 Kita 6 Rakba 22 kanal 19 Marla total area 118 Kanal 5 Maria in 15/2385 area Rakba 0 Kanal 15 Marla (460 sq. yard) situated in Mouja Budhram Colony, town Mahendragarh Tehsil and District Mahendragarh, Barua Intkaal no. 5432 and Barua vasika no. 2888 dated 13.09.2012, whose recent Khewat number 280, Khatoni number 283 and Khewat number 282, Khatauni number 285 and Khewat number 924, Khatauni number 1063 situated in Mouja Budhram Colony, town Mahendragarh tehsil and district Mahendragarh, has been sold in the manner of Jamabandi 2019-2020, about which deal was informed to both of us applicants by Sunil Kumar and Ajay Kumar Soni. 3. That my husband Mr. Ashok Kumar works in CRPF (Defense) and Ajay Soni and Sunil Kumar informed my husband Mr. Ashok Kumar about the above deal through phone and my husband Ashok Kumar was told that Lal Singh is in urgent need of money and he wants to sell the above plot and the plot is in good condition and it is a good opportunity so buy it and then I and Ishwar Singh resident Beri together made a deal for the above plot. 4 That Sunil Kumar and Lal Singh, in collusion with each other, mislead us by 420 of the above plot and made a deal of the above plot with both of us*

*and Ishwar Kumar resident of Beri and in lieu of which we paid to the above Lal Singh a sum of Rs. 16 lacs, out of which Rs. 8 lacs in cash and Rs. 8 lacs through cheque. 5. That after making the deal, we came to know that after making the deal with us, the above accused along with Sunil Kumar, with the intention of duping and misleading Lal Singh, had made a deal of the above plot with some other person also. 6 That when we asked Lal Singh about this, Lal Singh and Sunil Kumar threatened us and said that you people do whatever you can, we have embezzled your money, now you people should keep quiet otherwise I will kill you and your family members and bury you in this plot itself. And while threatening us, he started abusing us and said that you can do whatever you can to you people, my connections are up to the top. 7. That the above conspiracy has been hatched by both Sunil Kumar and Lal Singh with the intention of usurping the money. And we had bought the above plot from our hard-earned money and the above accused have blatantly cheated us. 8. The above accused are people with criminal image and they do the work of extorting money from such people and by threatening people they usurp their money. 9 That now our matter should be given to Economic wing Branch, Narnaul and a case should be filed against the above-mentioned person and witnesses, and they should be given the harshest punishment and either our money should be returned or our plot should be given to us so that we can get proper justice and the copy of the agreement for the deal made by Lal Singh for the above-mentioned land and the copy of the agreement for the deal made by Lal Singh with us and the copies of the bank details of the amount given to Lal Singh are here enclosed. Hence, it is requested to you that proper legal action should be taken against the above-mentioned culprits and they should be given severe punishment and our life and property should be protected. Your kindness will be highly appreciated. SD POONAM DEVI, Ishwar Singh Date 14.01.2024. Applicants 1-Smt. Poonam Devi wife of*

*Shri Ashok Kumar resident town Mahendragarh, Tehsil and District Mahendragarh and 2-Ishwar Singh son of Shri Maman Singh resident Beri, Tehsil and District- Mahendragarh.*

3. Learned counsel for the petitioner contends that on 17.08.2024, Mrs. Rajesh Devi had agreed to sell the land in question to Lal Singh son of Rohtash and an agreement to sell (Annexure P-2) was executed between the parties. Later on, on the strength of the agreement to sell (Annexure P-2), Lal Singh, co-accused agreed to sell the land in dispute to the complainant and Ishwar vide the agreement to sell dated 17.08.2024 (Annexure P-3). He further contends that in fact, Lal Singh was the main accused and the petitioner had only signed the agreement (Annexure P-3) as a witness and had no concern with the financial transactions and had not received even single penny. Learned counsel further contends that the case is based on documentary evidence and the custodial interrogation of the petitioner may not be required.

4. On the other hand learned State counsel assisted by learned counsel for the complainant have vehemently opposed the submissions made by learned counsel for the petitioner on the ground that the petitioner is a habitual offender and it has been wrongly mentioned in the bail petition that the petitioner is not involved in any other case. In reality, apart from the present case, the petitioner is also arrayed as an accused in the following two FIRs:-

FIR No. and dated	Under Sections	Police Station
FIR No.365 and dated 02.09.2017	147,149,323,452,606 of IPC	Sadar Kanina
FIR No.158 and dated 28.04.2015	323,324, 34 of IPC	Sadar Kanina

Apart from that, the present petitioner is a property dealer and had introduced the complainant and Ishwar Singh with Lal Singh. In fact, the petitioner and Lal Singh had informed the complainant that Lal Singh was owner in possession of the land in dispute in view of the agreement dated 17.08.2024 (Annexure P-2), whereas, the agreement (Annexure P-2) is forged and fabricated document. Thus, Lal Singh had no lawful right to alienate the property to the present complainant. He further contends that even Sunil belongs to the village of the complainant and by believing the words of the petitioner, the complainant had entered into an agreement to sell with Lal Singh, who is resident of different district and was not known to the complainant.

5. I have heard the learned counsel for the parties and perused the record carefully.

6. In the present case, Lal Singh and Sunil Kumar had approached the complainant and had falsely represented to her that Lal Singh was continuing as owner in possession of the plot in question in view of the agreement to sell dated 17.08.2024 (Annexure P-2), however, the complainant came to know that the agreement (Annexure P-2) is fake and has been forged by the petitioner and Lal Singh. Even the complainant was made to part with an amount of Rs.8,00,000/- in cash and Rs.8,00,000/- by way of a cheque in the name of Lal Singh and the complainant and Ishwar have been cheated to the tune of Rs.16,00,000/-.

7. In the present case, in the considered opinion of the Court, the custodial interrogation of the petitioner would be required as the earlier agreement to sell dated 17.08.2024 (Annexure P-2) has not been yet recovered by the police. Apart from that, the police is yet to know the names

of the other accused, who had helped the petitioner and Lal Singh in forging and fabricating the documents in the present case. Thus, keeping in view the gravity of the offence as well as the need for custodial interrogation of the petitioner, the present petition deserves to be dismissed.

8. Ordered accordingly.

20.03.2025  
*hitesh*

**(N.S.SHEKHAWAT)**  
**JUDGE**

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