



201 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-31620-2025

Date of decision : 12.06.2025

Smt. Sheela Devi

...Petitioner

Vs.

State of Punjab

...Respondent

CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Munish Gupta, Advocate
for the petitioner.

Mr. Harpreet Singh, Asst. A.G. Punjab.

Mr. Tanvir S. Grewal, Advocate
for the complainant.

ANIL KSHETARPAL, J. (Oral)

1. The petitioner prays for grant of pre-arrest bail under Section 482 of Bharatiya Nagarik Suraksha Sanhita (BNSS) 2023 in case FIR No. 0106 dated 23.05.2025, registered under Sections 420 & 120-B of Indian Penal Code, 1860 at Police Station Talwandi Sabo, District Bathinda.

2. Some facts are required to be noticed in order to comprehend the controversy involved in the present case. Smt. Sheela Devi, her son, namely, Prince Kumar alongwith six other co-sharers on 09.06.2022 entered into an agreement to sell on receipt of Rs. 3,40,00,000/- out of total sale consideration of Rs. 13,50,00,000/- with respect to 76 kanals 14½ marlas land in favour of first informants Sh. Jagmeet Singh, Sh. Gurpal Singh and Sh. Darshan Kumar. It was also agreed that sale deed would be executed and registered on 13.02.2023. Out of 76 kanals 14½ marlas various sale deeds have been



executed by remaining six co-owners with respect to land measuring 57 kanals 10.77 marlas in favour of M/s Guru Kanshi Estates and Developers on 05.05.2023 and 22.07.2024 while honouring the agreement to sell. It is the case of the prosecution that Sh. Ashok Kumar, one of the co-sharer, borrowed the original agreement to sell from the first informant on the pretext of adjusting the amount of the earnest money amongst all the co-sharers. However, subsequently, the husband of the petitioner returned its coloured photocopy instead of the original agreement to sell. The first informant inadvertently did take note of this cheating. On 10.03.2025, the first informant sent notice calling upon the petitioner and her son to execute the sale deed for the first time in their response, it was claimed that the agreement to sell has been cancelled, whereas, on 29.09.2023, the petitioner-Smt. Sheela Devi executed a consent letter authorizing M/s Guru Kanshi Estates and Developers to apply for a license to develop the area into a colony.

3. On the other hand, the petitioner claims that the agreement to sell was cancelled on refund of the earnest money and the original agreement to sell was destroyed.

4. Learned counsel representing the petitioner claims that the entire dispute arises from an agreement to sell which is fundamentally a civil dispute and the first informants have not filed a suit for specific performance of the agreement to sell.

5. *Per contra*, learned State counsel has submitted that the original agreement to sell is required to be recovered from the petitioner because the aforesaid document is necessary for proper investigation of the case.



6. Learned counsel representing the first informants submits that the petitioner also filed a civil suit for grant of permanent injunction and on the statement on behalf of M/s Guru Kanshi Estates and Developers undertaking not to develop the land till the license is granted, she withdrew the suit.

7. This Court has considered the submissions made by the learned counsel representing the parties.

8. Ordinarily, a dispute arising from an agreement to sell is predominantly considered as a civil dispute by the Courts. However, in the present case, the original agreement to sell has either been retained by the petitioner or destroyed which is primary document. She has also failed to disclose the date on which the alleged agreement to sell was cancelled. No document has been produced to prove that the amount of earnest money was refunded by her to the first informants.

9. In these circumstances, her custodial interrogation would be important in order to properly investigate the case.

10. Keeping in view the aforesaid facts, no ground is made out to grant concession of pre-arrest bail. Needless to observe that the observation made herein shall not be construed as final expressions on merits of the case.

11. Hence, the petition is dismissed.

12.06.2025

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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No