

CRM-M-56936-2024

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

CRM-M-56936-2024
Reserved on: 18.03.2025
Pronounced on: 25.03.2025

Swaran Singh ...Petitioner

Versus

State of Punjab ...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Kunal Choksi, Advocate for
Mr. S.P.S. Khaira, Advocate
for the petitioner.

Mr. Gurpartap S. Bhullar, AAG, Punjab.

Mr. Sachin Kalia, Advocate for
Mr. Jatin Salwan, Advocate
for the complainant.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
83	07.10.2024	Badali Ala Singh, District Fatehgarh Sahib	420 IPC

1. The petitioner apprehending arrest in the FIR captioned above has come up before this Court under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking anticipatory bail.

2. In paragraph 15 of the bail petition, the accused declares that he has no criminal antecedents.

3. The facts and allegations are taken from the order dated 05.11.2024 passed by the Additional Sessions Judge, Fatehgarh Sahib, which reads as follows:

“As per prosecution version, the present case has been registered on the complaint jointly moved by Jagtar Singh, Gursewak Singh and Manjit Kaur, before SSP, Fatehgarh Sahib, against bail applicant Swaran Singh, with the allegations that the complainants are the residents of Village Rurki, Tehsil and Distt. SAS Nagar, Mohali and Swaran Singh is the resident and Khewatdar of Village Bibipur, Tehsil and Distt. Fatehgarh Sahib. Swaran Singh had assured to sell 3/10 share in favour of Jagtar

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Singh, 3/5 share in favour of Manjit Kaur and 1/10 share in favour of Gursewak Singh, out of 32 Kanal 0 Marla land, situated at village Bibipur, Tehsil and Distt. Fatehgarh Sahib, along with electric motor/tubewell connection i.e 7½ BHP, for sale consideration of Rs.50,00,000/-. They had paid entire sale consideration amount of Rs.50,00,000/- to Swaran Singh i.e. Rs.5,00,000/-through Bank transfer RTGS No. PUNBR520180206502 dated 06.02.2018 by way of cheque No.651034 dt. 01.02.2018 of Punjab Gramin Bank Branch Bakarpur (Mohali), Rs. 10,00,000/- through cheque No.651036 dated 18.04.2018 of Punjab Gramin Bank Branch Bakarpur (Mohali), Rs.5,00,000/- through bank transfer on dated 26.06.2018 through Punjab Canara Bank Branch Banur, Rs.17,80,932/- through Bank transfer on dated 26.06.2018 through State Bank of Patiala A.D.B. Branch Bassi Pathana, Distt. Fatehgarh Sahib, Rs.5,92,068/- through Bank transfer on dated 27.06.2018 through State Bank of Patiala A.D.B. Branch Bassi Pathana, Distt. Fatehgarh Sahib, Rs.4,15,000/- through Bank transfer on dated 16.07.2018 through State Bank of Patiala A.D.B. Branch Bassi Pathana, Distt. Fatehgarh Sahib and Rs.2,12,000/- through Bank transfer RTGS No. PUNBR520180724506 dated 24.07.2018 through Punjab Gramin Bank Branch, Bakarpur (Mohali). On 24.07.2017 they along with attesting witnesses and stamp fees of Rs.2,40,000/-, took Swaran Singh, to the office of Sub-Registrar, Fatehgarh Sahib and got typed the sale deed from scribe. At that time Swaran Singh is also visible in the group photo. After getting the sale deed typed, both the parties signed on the sale deed in the presence of the employees of Sub-Registrar, Fatehgarh Sahib and witnesses. Thereafter stay was checked on the land by the employee of Sub-Registrar, Fatehgarh Sahib and after checking the same, clerk affixed his stamp and appended his signatures on the sale deed. It is further stated that when the photograph has to be clicked before the Sub-Registrar, Fatehgarh Sahib, then Swaran Singh went outside the office on the pretext of bathroom and thereafter he did not return back. They have waited Swaran Singh till 5 PM, but Swaran Singh did not return back. Thereafter, they requested Swaran Singh to get execute the sale deed in their favour, but Swaran Singh remained putting off the matter on one pretext or the other. Later on they came to know that Swaran Singh had entered into an agreement to sell with Bakshish Singh S/o Raunki Singh, S/o Jawala Singh, R/o Village Bibipur, Tehsil and Distt. Fatehgarh Sahib, with regard to 12 Kanal 15 marla land out of 32 Kanal 0 Marla land, for total sale consideration of Rs. 18,00,000/- and he had cheated said Bakshish Singh for Rs.7,00,000/-. In this way Swaran Singh had cheated them and

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grabbed their Rs.50,00,000/-. The matter was inquired and then the present case was got registered against accused.”

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 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:

“ROLE OF THE PETITIONER

7. That the petitioner Swaran Singh, with dishonest intention, received Rs. 60,00,000/- from the complainant for executing a sale deed for 32 Kanals of land, despite having previously entered into an agreement to sell a portion of the same land to Bakshish Singh. The petitioner purchased stamp papers using funds provided by the complainant and even signed the sale deed on 24-07-2018. However, he intentionally refrained from registering the sale deed and, by doing so, retained the entire sale consideration dishonestly. The petitioner's actions, including executing agreements for the same land with different parties and failing to register the sale deed after completing all formalities, clearly establish that he committed the offence of cheating. Custodial interrogation of the petitioner is necessary to uncover critical facts about his intent behind executing multiple agreements for the same property and to verify the chain of events surrounding his deliberate avoidance of registering the sale deed. Interrogation in custody will also enable the investigation to confirm the sequence of financial transactions, obtain clarifications directly from the petitioner regarding his actions and examine potential links with other persons involved. Hence, the present petition is liable to be dismissed.”

REASONING:

7. Petitioner has cheated the complainant and many other persons by executing agreements in the name of many persons for the same land.

8. A perusal of the bail petition and the documents attached prima facie points towards the petitioner’s involvement and does not make out a case for anticipatory bail. The impact of crime would also not justify anticipatory bail. Any further discussions will likely prejudice the petitioner; this court refrains from doing so.

9. Any observation made hereinabove is neither an expression of opinion on the

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case's merits nor shall the trial Court advert to these comments.

10. **Petition dismissed.** Interim orders are recalled with immediate effect. All pending applications, if any, are disposed of.

(ANOOP CHITKARA)
JUDGE

25.03.2025
anju rani

Whether speaking/reasoned: Yes
Whether reportable: No.