



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

102

CRM-M-15391-2025

Date of Decision : **March 21, 2025**

GURDEEP KAUR

.....Petitioner

VERSUS

STATE OF PUNJAB

.....Respondent

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present : Mr. Sunny K. Singla, Advocate for the petitioner.

SANDEEP MOUDGIL, J. (Oral)

1. Relief sought

The jurisdiction of this Court has been invoked under Section 482 BNSS seeking pre-arrest bail in case FIR No.95 dated 28.12.2024 (Annexure P-1), under Sections 318(4) and 61(2) of BNS, 2023, registered at Police Station City Raikot, District Ludhiana Rural.

2. Prosecution story setup in the present case as per the version in the FIR as under:-

“To Hon'ble DSP Sahib, Raikot. Subject: Application regarding the sale of the already sold land to Satnam Singh son of Najer Singh resident of village Khandur, Tehsil and District Ludhiana and Jaspal Singh son of Pyara Singh resident of village Kaile, Tehsil Raikot, District Ludhiana and Sukhpreet Singh son of Jagdev Singh son of Mahinder Singh, Sarabjit Kaur wife of Jagdev Singh son of Mahinder Singh resident of Ahmedpur (Dhaler Kalan) Tehsil Ahmedgarh District Malerkotla, despite having been already entered into an agreement to sell, with the intention of forging and deceiving the applicant by concealing the true facts and misrepresenting the agreement to sell, forging and deceiving the applicant and cheating to the tune of Rs.25,00,000/-and threatening and taking legal action against (1) Gurcharan Singh son of Karnail Singh son of Puran Singh, (2) Gurdeep Kaur wife of Gurcharan Singh, son of

Karnail Singh, resident of village Kalyan, Tehsil Ahmedgarh, District Malerkotla phone No.86990-20592, 94644-20592 (3) Harbans Singh son of not known resident of Village Littar, Tehsil Raikot, District Ludhiana Phone No.99147-28139. Sir, it is requested as under: 1) That applicant Manjit Singh son of Balveer Singh son of Harchand Singh resident of Village Nihaluwal Tehsil District Barnala, Hardev Singh son of Rajinder Singh son of Ranjit Singh resident of Village Dhaner Tehsil and District Barnala. 2) That accused Gurcharan Singh son of Karnail Singh son of Puran Singh, Gurdeep Kaur wife of Gurcharan Singh son of Karnail Singh, resident of village Kalyan, Tehsil Ahmedgarh, District Malerkotla, have conspired with each other and to forge, defraud and defraud the applicants with the intention of forging and deceiving the applicants, had entered into an agreement to sell with the applicants on 07.08.2024 in respect of land owned and possessed by them measuring about 72 kanal comprised in Khasra No.1422, 1423, 1424, 1425 1426, 1427, 1428 1430, 4025/1429 4211/1421, 4212/1421 Bhil, 4038/1420, 4039/1420, 4212/1421, 4024/1429, 1416 1417 1418, 1440, 1441, 1442, 1443, 1444, 14445, 1446, 1447, 1415 as per jamabandi for the years 2017/2018 situated at Village Bharal, Tehsil Ahmedgarh, District Malerkotla, along with all its rights, passage, water course and motor connection of 170-5 Horse Power Khata No.K.L. 19A along with security, @ Rs.28,00,000/- per Killa, and accused Gurcharan Singh and Gurdip Kaur had received Rs.25,00,000/- in the presence of witnesses, in the manner that Rs.5,00,000/- in cash and Rs.5,00,000/- vide Cheque No.296189 IDBI Bank, Branch Barnala dated 7/8/2024, Rs.5,00,000/- vide Cheque No.015586 IDBI Bank Branch Phulanwal dated 07/08/2024 and Rs. 10,00,000/- vide Cheque No.000011 HDFC BANK Branch Mehal Kalan dated 08.07.2024 were transferred in the Account No. 14321000003712 of accused Gurdip Kaur of Punjab and Sind Bank Branch, Barnala dated 07.08.2024 and agreed to receive the remaining amount of Rs.25,00,000/- by 30.08.2024 and balance amount was agreed to be taken at the time of registry date i.e. 30.07.2025. Photocopy of the agreement dated 07.08.2024 is attached with the application. 3) That when the applicants received the copy of the jamabandi of the land mentioned in the above agreement, the applicants found out after reading the copy of the jamabandi and the applicants were very shocked to know that the said accused Gurcharan Singh etc., have already entered into an agreement to sell in respect of said land with Satnam Singh son of Najjar Singh resident of village Khandur, Tehsil district Ludhiana and Jaspal

Singh son of Pyara Singh resident of village Kaile. As per the conditions of above agreement to sell, due to non-registration in favor of the said Satnam Singh etc., Satnam Singh etc. has obtained a stay order in their favor from Hon'ble Court by filing a case against the said accused Gurcharan Singh etc. In this regard, the said Satnam Singh etc. had also recorded the contents of the stay order issued by the Hon'ble Court in the revenue records. In this regard, the applicants have come to know only after taking the copy of the jamabandi. Photocopy of jamabandi is enclosed with the application. 4) That when the applicants came to know about the agreement to sell with Satnam Singh etc. and about the stay order, then when applicants talked to the said Gurcharan Singh etc., they agreed that we took money from Satnam Singh etc. and entered into the agreement. When the applicants said to the said accused Gurcharan Singh etc. that when you had already entered into an agreement to sell with Satnam Singh etc. then why you have entered into the agreement with us for the sale of land and why did you cheat us for Rs.25 lakhs? First they gave an affidavit dated 12/08/2024 in our favor regarding the cancellation of the agreement with Satnam Singh etc. and later started threatening the applicants that we have done what we had to do and now we have no fear of anyone, do whatever you want. The said accused also threatened that we neither have to sale deed registered in your favour nor return the amount. Photocopy of the affidavit dated 12/08/2024 is enclosed with the application. 5) That the said accused Gurcharan Singh etc. are habitual of hatching conspiracy to defraud people. Because they have cheated us to the tune of Rs.25 lakh by entering into an agreement with the applicants and besides, have also entered into an agreement to sell dated 24.03.2021 of same land with the said Sukhpreet Singh son of Jagdev Singh son of Mahinder Singh, Sarabjit Kaur wife of Jagdev Singh son of Mahinder Singh residents of Ahmedpur (Dhaler Kalan) Tehsil Ahmadgarh District Malerkotla and have received Rs.10 lacs from them and have not got sale deed registered in their favour. Photocopy of the agreement dated 24.03.2021 is attached. 6. That in the fraud and cheating happened with the applicants, above accused Harbans Singh resident of village Litter, Tehsil Raikot, District Ludhiana is fully involved because above Harbans Singh has got the deal of selling the above said land to the applicants done and when applicants had given Rs.5,00,000/- in cash to the above accused then above accused Harbans Singh after getting the amount, counted the same and kept with him and the deal of above said land with Satnam Singh etc. of Gurcharan Singh etc. was also got done

by accused Harbans Singh. Above accused Gurcharan Singh etc. had full knowledge of agreement to sell with Satnam Singh etc. But he in connivance with Gurcharan Singh etc., by concealing the earlier agreement to sell, with an intention to cheat us, has done cheating by getting agreement to sell again of the same land. He is connived with accused Gurcharan Singh etc. 7) That accused Gurcharan Singh etc. had no right to enter into an agreement to sell again with the applicants in respect of above mentioned land. Regarding selling of this land, already Gurcharan Singh etc. had entered into agreements to sell with Satnam Singh etc. and Sukhpreet Singh etc. 8) That above accused Gurcharan Singh etc., in connivance with accused Harbans Singh, have played fraud and cheated the applicants and despite already entered into agreements to sell twice, by entering into third agreement to sell with us, have played fraud and cheated us and has cheated us to the tune of Rs.25 lacs. 9) That it is pertinent to mention here that above accused in connivance with each other have committed fraud with applicant at Raikot itself and have cheated to the tune of Rs.25,000/- because above accused Harbans Singh had got agreement to sell of the applicants with accused Gurcharan Singh etc. at Raikot itself. Agreement dated 07.08.2024 was got typed from the computer typist at Tehsil Complex Raikot itself and at Tehsil Raikot itself accused Gurcharan Singh etc. had purchased stamp and had got typed agreement to sell. So it is prayed that appropriate legal action may be taken against above Gurcharan Singh etc. for playing fraud and cheating the applicants and despite already entered into agreements to sell twice with other persons and receiving lacs of rupees already, by entering into third agreement to sell with the applicants and cheating the applicants to the tune of Rs.25 lacs by concealing the true facts and threatening. Applicants be provided justice please. We shall be thankful to you. Dated... Sd/ Manjit Singh Sd/ Hardev Singh applicant Manjit Singh son of Balvir Singh son of Harchand Singh resident of Village Nihaluwal, Tehsil and District Barnala, Hardev Singh son of Rajinder Singh son of Ranjit Singh resident of Village Dhaner, Tehsil and District Barnala. Phone No.90556-0555.”

3. Contention

On behalf of the petitioner

Learned counsel for the petitioner contends that the petitioner has been falsely implicated in the present case only on the basis of concocted version put forth by the complainant and avers that the present dispute is of civil nature being given a criminal color. He would further submit that no alleged agreement to sell was executed by the petitioner in favour of Satnam Singh and nothing is to be recovered from the petitioner. Learned counsel further contends that she is ready and willing to join the investigation and cooperate with the investigating officer concerned.

Notice of motion.

On behalf of the State

On the asking of the Court, Mr. Jaspal Singh Guru, AAG, Punjab accepts notice on behalf of the respondent-State, who does not controvert the aforesaid fact but opposes the grant of anticipatory bail to the petitioner on the ground that the petitioner has actively participated in the alleged offence.

Mr. H.S.Sandhu, Advocate has filed memo of appearance on behalf of the complainant and vehemently opposed the grant of anticipatory bail to the petitioner. He would submit that the complainant has paid Rs.25 lacs to the petitioner and her co-accused in pursuance of the agreement to sell.

4. Analysis

Be that as it may, considering the fact that the civil dispute has been given the colour of criminal nature and regarding the alleged agreement to sell, civil case is already pending in the lower Court added to the fact that

custodial interrogation of the petitioner is not required at this stage as nothing is to be recovered from her, therefore, putting her behind bars would serve no purpose.

5. **Relief**

In the light of above, the petitioner is directed to be released on anticipatory bail subject to her joining investigation with the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to his satisfaction for the reason that custodial interrogation of the petitioner is not required as it would be of no fruitful purpose to put the petitioner behind the bars. The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS, which are reproduced below:-

‘When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such directions in the light of the facts of the particular case, as it may think fit, including-

(i) a condition that the person shall make himself available for interrogation by a police officer as and when required;

(ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;

(iii) a condition that the person shall not leave India without the previous permission of the Court;

(iv) such other condition as may be imposed under sub-section (3) of section 480, as if the bail were granted under that section.’

However, it is made clear that in case the petitioner does not comply with the aforesaid direction of joining the investigation within a

period of one week and comply with the aforesaid condition under Section 482(2) of BNSS, 2023, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

March 21, 2025
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Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No