



166 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-19638-2025
Date of Decision:09.04.2025

AVTAR KRISHAN SINGH

...Petitioner

Vs.

STATE OF PUNJAB

...Respondent

CORAM:- HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. M.K. Dhot, Advocate for the petitioner.
Mr. Jaspal Singh Guru, AAG Punjab.

SANDEEP MOUDGIL, J. (Oral)

1. **Relief sought**

The jurisdiction of this Court has been invoked under Section 482 of The Bharatiya Nagrik Suraksha Sanhita, seeking anticipatory bail to the petitioner in case FIR No. 43, dated 13.03.2025, under Sections 318(4), 316(2), 336, 338, 336(2), 340, 61(2), 305 of BNS, registered at Police Station Lehra, District Sangrur.

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

“Copy of Statement, Copy of complaint to SSP Sangrur, Subject complaint regarding complainant give one complaint before Incharge Police Post, City District Lehra Sangrur, against Umesh Kumar and others, and by taking action upon that complaint for register the FIR against the accused persons who committed forgery. Sir, the complaint is submitted as under. 1 That the applicant is working as a manager in a ABIS Export India Private Ltd. Company, which is entered into agreement with persons and through their poultry farm doing the business of chicken. 2 That the complainant on behalf of company provided 10,423 chicks, their feed and medicine etc to the poultry farm of above Umesh



Kumar, but above Umesh Kumar with his connivance of his associates usurp the 10,423 'chicks, 140 bag feed/medicine etc of above company with the intention to cheat, die to this above Umesh Kumar and others cheated the company with amounting to Ra. 25,47,925/--In this regard complainant moved one complaint before incharge police post, Lehra on dated 17.12.2024, but the police officials of above police post till dated never take any action against the accused persons, because of this by present in complaint present the it is requested that the appropriate criminal action be taken against Umesh Kumar and others and FIR be registered and justice be given to the company, submitted by S/d Vicky Kumar s/o Ranjit Singh r/o Layer Brot, Fathepur, Mandi Himachal Pradesh, manager AIBS Export India Private Ltd. 25.12.2025, Phone no. 7988163661 complaint enclosed dated dated 17.12.2024, (Photocopy), upon the complaint SSP office marked no. PGDID495624 dated 25.12.2025, and marked the same for inquiry DSP (H) Sangrur, DSP (H) Sangrur, after inquiring the complaint prepared his report and the contents of the same are as under, To SSP Sangrur, no. 216, 20/5-P.DSP(H) Sangrur dated 21.02.2025, subject 1. Report regarding From complainant Vicky Kumar s/o Ranjit Singh r/o Lower brot Fathepur Mandi Himachal Pradesh Manager ABIS Export Indes vt, St 3 complaint Komar / ward no new Azad Reveri Haryana. Siz it is requested that enclosed complaint no. 495624/PD dated 25.12.2024, moved by Vicky Kumar ./o Ranjit Singh LOWER BROT Fathepur Mandi, Himachal Pradesh who is maneger of ADIS Export India Pvt. Ltd, against Umesh Kumar s/o Raj Kumar Ahuja r/o 150/A, New Abadi Ward no. 1 Rewari, Guarantor Sagar Nagpal 5/0 Davinder Nagpal R/O Harcharan Nagpal ward no. 13 Lehragaga and Manpreet Singh 5/0 Jagmail Singh r/o Sangatupra regarding with connivance it heather other by playing fraud with the company usurp the 10,423 chicks, 140 bag feed/medicine and by doing this played fraud of Rs. 25,47,925/- with above company and report after inquiry is received in this office. Apart from above complaint one complaint n. Dated 02.01.2025, 499891/PGD from Umesh Kumar above against Krishan Snadu r/o Kothe Chhajli, Jassi (brother in law of Krishan Sandhu) and Anmol r/o Tohana Haryana is also received in this office regarding theft of chicks of



company and for appropriate action Above complaints received by this office, and after hearing statements were recorded and the same are attached with report. Complainant Vicky Kumar and Umesh Kumar produced their documents, proofs which are attached, apart from this, call details of Avtar Krishan Singh Mobile no. 9105246000, Umesh Kumar Mobile No 9215897156, Sagar Nagpal mobile no. 7973734102 and Manpreet Singh s/o Kulwant Singh R/O Sangatpura mobile no. 9815074200, were taken and the same are attached with report. 1. Vicky Kumar Manager ABIS Export India Pvt. Ltd. s/o Ranjit Singh r/o lower brat, Himchal Preadesh 2 Harpeet Singh s/o Simranjit Singh r/o Ghumti District Barnaal, 3 Davinder Singh s/o Gurchet Singh Tehsil and District Mansa, 4 Barinder KUMar S/o Parkash Chand r/o Chajla District Sangrur 5. Umesh Kumar s/o Ram Kumar r/o New Abadi Rewari Haryana 6 Sagar Nagal S/o Davinder Nagpal ward no. 5 lehragaga 7 Aswani Singla step wender Tehsil legragaga s/o sham Lal r/o Ward no. near 1 old police station Lehragaga. 8 Avtar Krishan Singh r/o Rajnish r/o Rampura Khotte Chajli, apart from above from Umesh Kumar submitted agreement dated 21.09.2024, which is witnessed by Parveen Kumar s/o Gobind R/o ward no. 14, Refuge Colony Lehra statement through HC Rupinder Singh no. 118/Sangrur Police post Lehra written its originally seen attached with report. Statements recorded during inquiry, record/documents produced by concerned parties and after seeing the call details report it has been found that Umesh Kumar s/o Ram Kumar r/o Ward no. 1 new Abadi Rewari Haryana is having poultry farm at Village Chagaliwala Teshil Lehragara District Sangrur. The land of Poultry farm is upon the name of his father Ram Kumar s/o Dishan Das s/o Gurditamal. Umesh Kumar having in laws in lehragaga. His one brother in law Sagar Nagpal s/o Davinder Nagpal apart from doing the poultry farm work also doing a private job in one pharma company at Hisar. Avtar Krishan s/o Rajinder Singh r/o Rampura Khotte Chajali was also doing the work of poultry farm. Sagarnagpal and Avtar Krishan Singh was known to each other due to business. In the year 2023, Avtar Krishan Singh through Sagar Nagpal taken the poultry farm of Umesh Kumar of above at village Changaliwala upon lease. Due to the renovation of poultry farm upon the asking of



Sagarnagpal from avtar Krishan Singh on different occasions 1,90,000/- given to Umesh Kumar Rs. as advance through Google Pay. From Avtar Krishan Singh poultry farm was run by about 8 months. Sagar Nagpal is already doing business with ABIS Export India Pvt. Ltd. company, due to which he is already known about all the rules of the company. Avtar Krishan Singh do not able to arrange the rent of poultry farm due to this Sagar Nagpal taken into confidence to his brother in law Umesh Kumar on dated 21.09.2024. from Umesh Kumar entered into one written Agreement with ABIS Export India Pvt. Ltd, Company. In a agreement as a guarantor Sagar Nagpal s/o Davinder Nagpal r/o ward no. 13 Legragaga and Manpreet Singh r/o Sangatpura Signed as Witness. Photocopy of the agreement is attached for perusal. As per agreement to Umesh Kumar chicks/feed be provided. When the chicks become large as per the terms of the above company as per the weight Rs. 8.60 Paise commission was given to Umesh Kumar. As per the agreement mentioned above on dated 12.11.2024, 10,423 chicks and feed/medicine was provided by above company to Umesh Kumar in his poultry farm. Copy of the bill is attached with the report.. By Sagar Nagpal in contact/information of above company i.e. mobile number, email id was given of Avtar Krishan Singh and by company app was also registered on the mobile no. of Avtar Krishan Singh mob. 91052-46000. The care taking of the above poultry farm of Umesh Kumar was taken by Avtar Krishan Singh. By the company time to time fed/medicine was provided in above poultry farm. The copy of the bill attached with report. The supervisors employee by above company Harpreet Singh s/o Simarjeet Singh r/o Village Gumati, District Barnala in routine manner came to the above farm for checking, who only five days out of seven days check the poultry farm, and not gone on Saturday and Sunday. Sagar Nagpal and Avtar Krishan with connivance of each other in a pre-planner manner by playing a fraud with the company and without disclosing them through Avtar Krishan Singh all 14/15.12.2024, chicks on (Saturday 15/16.12.2024 dated and Sunday). Intervening night sold the above chicks to different persons and received huge amount from them and played fraud, out of which by Avtar Krishan Singh upon the intervening night of 15/16.12.2024, 3



vehicles bearing no. PB-31J-9112, PB-03BH-9221 PB-03BH-8537 make pick up found to be sold 32 quintal 21 kg (chicks), amounting to Rs. 2,74,632/-to Davinder Singh 5/0 Gurchait Singh r/o Atlakalan Teshil and District Mansa on of Sever Poultry Farm. Out of which Avtar krishan Singh rs. 2,59,032 fron Davinder Singh and Rs. 15,600/-on the asking of Avtar Krishan Singh given by Davinder Singh to Varinder Singh 5/0 Prakash Chand to whom Avtar Krishan Singh already taken a grocery articles amounting to Rs. 16,000/-, and Rs. 15,600/- was found to be transferred to him through Google Pay. This fact is proved in the statement of Davinder Singh and Varinder Kumar. Apart from this as per Avtar Krishan Singh by Sagar Nagpal the feedback which are lying in the poultry farm taken into his poultry farm upon his tractor/trolley. This is also relevant to mention here that the master mind of entire episode is Sagar Nagpal in which he is indirectly used Avtar Krishan Singh by making him pawn and through him sold the chicks to different persons. Whereas on dated 16.12.2024, Monday morning when line supervisor Harpreet Singh came to check the Umesh Kumar Poultry farm then no chick was present there and the poultry farm was empty after this Line supervisor through phone informed Vikey Kumar and he came at the spot. As per complainant at that time age of the chicks were 35 days and their weight as about 2.5 quintal 75 kgm and at the rate of 103 per kilo gram the amount of above chicks was about Rs. 22,11,925/- and the amount of Rs. 140 bag feed is about Rs. 3,36,000/- and the same is returned by them to the company. On dated 16.12.2024, Sagar Nagpal informed this incident to Umesh Kumar, on dated 17.12.2024, he reached his poultry farm. During this complainant Vicky Singh moved one complaint against Umesh Kumar s/o Raj Kumar Ahuja r/o 150/1 New Abadi ward no. 1, Rewari now resident of ward no. 14 Lehargaga, Guarantor Sagar Nagpal and Manpreet Singh at police post Lehra. Regarding this complaint on dated 17.12.2024, both the parties compromised at Panchayat level and as per this Panchayati compromise Umesh Kumar agreed to return Rs. 22,00,000/- to the company an out of this amount agreed to return Rs. 13,00,000/ in the HDFC Bank account no. 50200024495580 on dated 18.12.2024, and the remaining amount of Rs. 9,00,000/- on 06.01.2025. Apart from this



Umesh Kumar admitted in writing that if he did not despite the above amount in the account of the company then appropriate legal action can be taken against him. The photocopy of the Panchayat Compromise is attached herewith. As per compromise on dated 18.12.2024, Umesh Kumar did not deposit Rs. 13,00,000/- in the account of Company whereas by making excuse of server down to the employees of the company check amounting to Rs. 13,00,000/- RTGS form and after clicking the photo of himself while standing in bank sent to Vikey Kumar on Whatsapp. The screenshot of whatsapp and photo of cheque is also attached with report. During inquiry Umesh Kumar told that by him the poultry farm was given to Avtar Krishan Singh on lease and in this regard he also submitted copy of one lease agreement. In this regard during inquiry the following facts found. Avtar Krishan Singh IN HIS statement stated that by him he is not entered into any agreement with Umesh Kumar or Sagar Nagpal for taking lease of poultry farm, as per his statement upon agreement the signatures of Avtar Krishan Singh in Punjabi is not his signatures because he signed completely in English, in this regard Avtar Krishan Singh submitted the photocopy of driving license no PB-4420160011904 and passport no. V8439295, upon which Avtar Krishan Singh having complete signatures in English, and same is also attached with report upon the agreement of lease submitted by Umesh Kumar above dated 21.09.2024, the statement of Parveen Kumar s/o Gobind Ram r/o Lehragaga Sangrur statement was recorded by HC Bhupinder Singh no. 118 Sangrur police post Lehra. In his statement it has been found that about 20/25 days earlier his son in law of his brother Davinder Kumar namely Umesh Kumar of his brother Davinder Kumar came to his Fruit cart and by saying the dispute of poultry farm taken his signatures upon agreement and that time he is not accompanied by any person, and due to relationship he signed upon the agreement. He never went to Tehsil Lehra on dated 21.09.2024, and neither signed upon any document on that day. By Umesh Kumar on dated 21.09.2024, stamp paper was found to be purchased from stamp vendor Ashwani Singla as per him from him two stamp no. 59198388658961W of Rs. 100/- and Stamp no. 59200755533139 of Rs. 50/- per as the record produced by complainant Vikey



Kumar from Umesh Kumar stamp paper of Rs. 100 is used while in agreement with ABIS Export India Pvt. Ltd company the photocopy of the same is attached, after this Umesh Kumar can be 52900755533139W of Rs. having stamp 50/-. As per no. the agreement of Lease dated 21.09.2024, produced by Umesh Kumar written on stamp paper of Rs. 50/- and this is not a attested agreement of any notary. The after perusing the call detail during the inquiry the talk of Avtar Krishan Singh (Mobile no. 91052-46000) and Sagar Nagpal (Mobile no. 7973734102) is found to be happen before the occurrence. Call detail report is attached with. In this regard when Sagar Nagpal was questioned then by giving the reference of the feed of the company he did not give any satisfactory rely. From the above it is found that Umesh Kumar with the only purpose to save himself from the compromise dated 17.12.2024, and to save her brother in law Sagar Nagpal, to level all allegations upon Krishan Avtar Singh, Umesh Kumar and Sagar Nagpal with their common intention misused the above stamp paper and prepared one forged agreement of lease in which it seems that there are forged signatures of Avtar Krishan Singh. Here one thing is relevant to mention here that in fact the chicks of company of above Umesh Kumar, the connivance of Sagar Nagpal and Avtar Krishan Singh is not found to sold the any other person by playing fraud but however as per the agreement which he disclosed to save himself and his brother in law Sagar Nagpal prepared one agreement of lease by preparing the forged of Avtar Krishan Singh. Apart from above talks were also found of Avtar Krishan Singh with his brother in law Jassi (Mobile no. 98150-74200 and cousin brother Anmol alias Aman 9991902608). From the preliminary inquiry till now Sagar Nagpal and Avtar Krishan Singh with common intention in a pre planned manner by playing fraud with the company and without disclosing to Umesh Kumar/Company through Avtar Krishan Singh all chicks on dated dated 14/15.12.2024, and 15/16.12.2024, intervening sold to different persons and received the entire amount from them and usurp the same by playing fraud, from Sagar Nagpal the feed of the company above thefted the same from poultry farm upon his tractor/trolley and taken the same in his poultry farm and usurp the same, and Umesh Kumar and Sagar Nagpal to make a defense



there self shifted the entire burned upon Avtar Krishan Singh prepared one forged document of lease date 21.09.20204, and it has been found that signatures of Avatar Krishan Singh are forged upon the same. Due to which prima facie offence under section 318(4), 316(2), 336, 338, 336 (2), 340, 61(2), 305 of BNS 2023 act be registered against them and investigation to be conducted. During the investigation other facts may also be came out. If approved then against Sagar Nagpal s/o Davinder Nagpal r/o ward no. 14 Lehragaga Avtar Krishan Singh s/o Rajinder Singh r/o Rampura Khote Chajali and Umesh Kumar s/o Ram Kumar r/o Ward no. 1, new Abadi Rewari (Haryana) FIR be registered under section 318(4), 316(2), 336, 338, 336(2), 340, 61(2), 305 of BNS 2023 and after registration of FIR SHO PS Lehra be ordered to investigate the same. Report is submitted for appropriate orders S./D DSP Sangrur (H) prepared his report and submitted before SSP Sangrur office upon which SSP Sangrur written that SHO PS Lehra to register case and investigate S/d SSP Sangrur. after receiving order as per offences above against above accused FIR be registered, record completed FIR original for further investigation handed over to ASI Gurdev Singh 2480/Sangrur incharge Police Post city Lehra control room is going to be informed.”

3. **Contention**

On behalf of the petitioner

Learned counsel for the petitioner contends that the petitioner has been falsely implicated in the present case as there is no legal evidence against the petitioner and the case is being given the colour of criminal activity. He further submits that petitioner in fact is a victim of co-accused Umesh Kumar and Sagar Kumar as they have received an amount of Rs.1,90,000/- from the petitioner on the wrong pretext. He further submits that the petitioner is ready to join and cooperate in the investigation.

**On behalf of the State**

Learned State Counsel appearing on advance notice, on instructions from the Investigating Officer, vehemently opposes prayer for grant of concession of anticipatory bail stating that a fraud of Rs.25,47,925/- has been committed with the complainant company as he alongwith others has duly participated in the commission of the offence, and had sold the chinks of the company and misappropriated the amount, therefore, prays for dismissal of the petition.

4. Analysis

Be that as it may, after given a thoughtful consideration to the submissions as made, by the counsel for both the parties, particularly to the effect that petitioner as there is no legal evidence against the petitioner and the case is being given the colour of criminal activity, the State Counsel is unable to produce any incriminating material against him, hence, this Court finds no reason to deny the petitioner the concession of anticipatory bail, wherein the petitioner has bona fide intentions and is willing to join the investigation and cooperate for furtherance of the same so that the final report can be submitted by the Investigating Agency within the stipulated time period.

5. Relief

In the light of above, the petitioner is hereby directed to be released on anticipatory bail subject to him joining investigation with the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to his satisfaction. 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 one week, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands disposed off.

(SANDEEP MOUDGIL)
JUDGE

09.04.2025

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