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

**CRM-M-26821-2026
Date of Decision: 05.06.2026**

Punit Beriwal**.....Petitioner****versus****State of Haryana****..... Respondent****CORAM : HON'BLE MR. JUSTICE RAJESH BHARDWAJ**

Present :- Mr. Jasdev Mehndiratta, Senior Advocate with
Mr. Vineet Sehgal, Advocate
for the petitioner.

Ms. Diya Sodhi, Senior DAG, Haryana.

Mr. Prashant Singh Chauhan, Advocate (through V.C.) and
Mr. Nitin Sansanwal, Advocate for the complainant.

RAJESH BHARDWAJ, J.

1. Petitioner has approached this Court by way of filing the present petition praying for grant of regular bail to him in case FIR No.26 dated 22.01.2025, under Sections 406, 420, 467, 468, 471, 34 & 120-B of IPC (under Sections 316(2), 318(4), 338, 336(3), 340(2), 3(5) & 61(2) of BNS) and Sections 406, 467, 468, 471 and 34 of IPC (Sections 316(2), 338, 336(3), 340(2) and 3(5) of BNS) were deleted during the course of investigation, registered at Police Station Badshahpur, District Gurugram.
2. Succinctly facts of the case are that the FIR has been registered on the statement of the complainant, namely, Chameli Devi. It was alleged that she was the owner in possession of agricultural land measuring 02 acres situated in the Village Fazilpur Jharsa, Tehsil and District Gurugram. It was alleged that in the year 2005, Punit Beriwal (present petitioner), who was stated to be the Director of M/s Vipul



Limited, approached the complainant and her family members and expressed his interest in purchasing their agricultural land at the rate of ₹1,06,00,000/- per acre. According to the complainant, the agreements to sell were to be executed in the name of M/s Entrepreneurs (Calcutta) Pvt. Ltd., stated to be a sister Company of M/s Vipul Limited wherein the present petitioner was serving as Director. It has further been alleged that agreements to sell dated 25.04.2005 were executed and 22.10.2005 was fixed as the target date for registration of the sale deeds. However, the petitioner allegedly represented that he did not possess sufficient funds to pay the sale consideration for execution of the sale deeds and proposed that if the sale deeds were executed in favour of his subsidiary company M/s Ritwiz Builders and Developers Private Limited, then after development of a residential colony over the said land and adjoining land situated in Village Fazilpur Jharsa, the complainant and her two sons would be allotted residential plots measuring 1400 square yards each in lieu of the registration of the sale deed of his land. Believing the same, the complainant accepted the said proposal. As per the above said agreements, the date for execution was fixed as 25.04.2005 and 22.10.2005 for registration of the sale deed. However, the petitioner requested that he could not arrange sufficient funds to get the sale deed registered and the target date was extended to 15.01.2006. It was alleged that till that date also the funds were not arranged and thereafter, the petitioner made a proposal that in case the sale deed is executed in favour of its subsidiary company M/s Ritwiz Builders and Developers Private Limited, then his company would allot 1400 sq.yds. of residential plot in exchange of one acre of agricultural land. It was alleged that the complainant fall into false



promises made by the petitioner. The accused persons along with the petitioner, dishonestly, deceived the complainant and cheated him in connivance with the bank officials and got signed one agreement for allotment of the developed plots and took cheque of ₹2,12,00,000/- from the complainant and also took an amount of ₹1,06,00,000/- from his son Mahender and Rajender in the name of M/s Vipul Limited to show that amount as an investment. The accused persons got the sale deed registered in the name of M/s Ritwiz Builders and Developers Private Limited and also got issued cheque of his associated company M/s Ritwiz Builders and Developers Private Limited as consideration of the sale to the complainant and her two sons. It was alleged that from the very beginning, the accused persons have the intention to grab the land belonging to the complainant. As per the agreement dated 22.02.2026, the petitioner and his company Vipul India Limited were supposed to transfer the residential plots measuring 2800 sq.yds within a period of one year but nothing happened. In the year 2010, the complainant and her sons got to know that petitioner had allotted the plots to some other farmers and thereafter, present petitioner allotted plots only to Mahender and Rajender measuring 1400 sq.yds in Vipul World, Sector 48, Gurugram and complainant was not allotted any residential plot. Complainant moved a complaint on 17.03.2017 to the police and thereafter also made several complaints to different forums but of no effect. On 23.05.2019, the petitioner and its associate company M/s Ritwiz Builders and Developers Private Limited sold the agricultural land to another builder Esesfarm Private Limited for developing the residential colony in it. A complaint was moved on 17.04.2020 to Commissioner of Police, in this regard. The petitioner asked



the complainant not to pursue his complaint and entered into a memorandum dated 23.11.2020 wherein he agreed to arrange seven acres of land in village Fazilpur Jharsa for the complainant. Her brother-in-law Shotaj was also victimized in the same manner. In the year 2002, complainant came to know that the petitioner has assured Parkash to give the current market value of land i.e. ₹ 10 crore per acre for final settlement of the agreement to allot plots. Complainant and Shotaj Singh also moved National Company Law Tribunal for payment of ₹86 crores approximately. Another complaint was lodged with police on 31.10.2023 when nothing came out of the aforesaid litigation. Ultimately, the complainant due to inaction of the competent authority, approached the court for registration of the FIR, by moving the complaint. On the basis of this complaint of JMIC, the present case was registered u/s 156(3) Cr.P.C. On registration of the FIR, investigation commenced. Statement of witnesses u/s 161 Cr.P.C. recorded. Copies of the agreement of arrangement and other material document were taken into police possession. The petitioner was arrested on 05.03.2026. On completion of the investigation, challan was filed. Petitioner approached the Court of learned Additional Sessions Judge, Gurugram, however, after hearing counsel for the parties, the same was declined vide order dated 01.05.2026. Aggrieved by the same, petitioner is before this Court by way of filing the present petition.

3. Learned Senior counsel for the petitioner has vehemently contended that the petitioner has been falsely implicated in the present case. He submits that the petitioner never had any intent to deceive *ab initio*, inasmuch as his company applied for grant of license to DTCP but the same was declined by the Department due to various reasons beyond



the control of the Petitioner. He submits that once the license was denied by DTCP, the petitioner never refused to refund the principal amount along with prescribed interest @ 10% P.A., as stated in the Agreement dated 20.02.2006. He submits that the *bona fide* intentions of the petitioner is further evident from the fact that the real sons of the Complainant, namely, Mahender Singh Yadav and Rajender Singh Yadav, who too had entered into separate Agreements dated 20.02.2006 with M/s Vipul Ltd. and had also paid a sum of Rs. 1,06,00,000/- each to M/s Vipul Ltd. and were entitled to plotted area measuring 1400 sq. yards, on coming to know that the grant of license was delayed, requested M/s Vipul Ltd. to allot them residential plotted areas in another residential plotted colony project developed by M/s Vipul Ltd. namely "Vipul World" and both of them were allotted plotted area measuring 1368.62 Sq. yards and 1262.26 Sq. yards respectively on 19.11.2010 in full and final satisfaction of all claims accruing to them by virtue of agreements dated 20.02.2006. He submits that a Cancellation-Cum-Allotment Agreement dated 19.11.2010 to this effect had been executed between M/s Vipul Ltd. and aforesaid Mahender and Rajender i.e. sons of the Complainant. He submits that the Petitioner on 13.01.2026 has also paid an amount of Rs. 15 crores to the brother-in-law of the Complainant, namely, Prakash Yadav towards full and final settlement of his dues vide Settlement Agreement dated 13.01.2026. He submits that when own sons of the Complainant had accepted the plots in a different project and her brother-in-law had duly accepted the principal amount paid by him with interest therefore, the deliberate refusal on part of the Petitioner to do the same, clearly indicates her intent to arm-twist and harass the Petitioner. He submits that even otherwise, the Complainant had



moved 7 identical complaints against the Petitioner and all of them were consigned by the investigating agency vide Enquiry Report dated 19.02.2024 (Annexure P-13), categorically holding the dispute between the parties to be of civil nature. He submits that the Complainant has already availed her civil remedy by filing the Civil Suit on the same cause of action. He submits that the factum of filing of multiple complaints and their consequent closure by the respective authorities was purposefully and deliberately concealed by the Complainant in the application under Section 156(3) Cr.P.C. filed before the Ld. JMFC Gurugram. He submits that brother-in-law of the Complainant, namely, Shotaj Singh on the very same set of facts and allegations has got registered an identical FIR i.e. FIR No.25 dated 22.01.2025 before the same Police Station. He submits that the Petitioner is charged with offence punishable u/s 420 IPC, which is triable by Magistrate and punishable up to 7 years. He submits that the petitioner is in custody since 05.03.2026 i.e. more than 2 months and no useful purpose would be served by the further incarceration of the Petitioner, especially in light of the fact that the entire case of the prosecution is based on contractual and documentary evidence and nothing is to be recovered from him. He further submits that the petitioner is the sole breadwinner of his family, which includes his elderly father who is suffering from several age-related ailments and requires constant care, supervision, and regular medical attention and the entire responsibility rests solely upon the petitioner. He has submitted that the dispute between the parties essentially pertains to a civil nature arising from contractual obligations, which has been given the colour of criminal nature. He has submitted that even if the allegations in the FIR are accepted in totality, no



offence under Section 420 IPC is made out. He has submitted that the complainant after availing all her civil and criminal remedies got registered the present FIR against the petitioner. He has submitted that the *mala fide* conduct and greed of the complainant and her brother-in-law is evident from the NCLT petition filed by them, wherein, they have sought a claim of ₹33 crores and ₹66 crores, respectively from the petitioner. He has further submitted that the investigation qua the petitioner is complete and challan has been presented however, charges are yet to be framed. He has submitted that trial is likely to take a long time as there are 20 cited prosecution witnesses and no purpose would be served by keeping the petitioner behind the bars. He has further submitted that on similar set of allegations, another FIR was got lodged against the petitioner by brother-in-law of the complainant, namely, Shotaj Singh, however, he was granted the relief of regular bail by this Court vide order dated 21.05.2026 passed in CRM-M-26820-2026. He has relied upon the judgment titled as **Maninder Sharma Vs. State Tax Officer (2023) 1 RCR (Criminal) 232.** He thus, has prayed that in the facts and circumstances of the case, the petitioner deserves to be granted regular bail.

4. Learned State counsel as well as counsel for the complainant have vehemently opposed the submissions made by learned counsel for the petitioner. It is submitted that the petitioner is a mastermind of the whole story. It is submitted that the complainant transferred the property to the petitioner on the basis of certain assurances and representations made by her to which ultimately, he did not honour. It is submitted that after obtaining the property, the petitioner failed to perform his part and went a step further and sold the same land to a third party. As a result, the



complainant has been left with neither the property nor the agreed consideration. It is submitted that this conduct of the petitioner cannot be viewed as a mere contractual breach but attracts ingredients of offence of cheating. Learned State counsel, on instructions, has submitted that the investigation is complete *qua* the petitioner but charges are yet to be framed. She has submitted that the petitioner is involved in 08 more cases of similar nature. She has placed on record custody certificate of the petitioner.

5. After hearing counsel for the parties and perusing the record, it is deciphered that the case is purely of civil nature. A perusal of the case file would show that the petitioner has already settled the dispute with the brother of the complainant in FIR No.25 dated 22.01.2025 registered on the same set of allegations and paid sum of Rs.15 crores. A civil suit between the parties is already pending adjudication before the Civil Court concerned. As contended by the counsel for the petitioner, the petitioner was willing to refund the principal amount along with interest as evident from order dated 08.05.2023 and 14.12.2023 passed by NCLT Delhi. A perusal of the enquiry report dated 19.02.2024 shows that the same was disposed of with the report opining that the disputes in essence were civil in nature with no iota of criminality attached to it. This Court and the Hon'ble Supreme Court has time and again has held that civil disputes should not be mischaracterized into criminal disputes and private civil disputes should not be given colour of criminal nature in order to harass the parties. Custody certificate filed by the State shows that the petitioner has undergone incarceration of 02 months and 26 days as on 04.06.2026. It further reflects that though there are 08 more cases against the petitioner,



however, in 06 cases, he is on bail. Admittedly, in another FIR, registered on the same set of allegations the petitioner has been granted the relief of regular bail by this Court vide order dated 21.05.2026 passed in **CRM-M-26820-2026**.

6. The veracity of the allegations would be assessed only after conclusion of the trial and on the appreciation of evidence to be led by both the parties before the trial Court. The trial of the case will take sufficiently long time. Thus, keeping in view the overall facts and circumstances of the case, this Court is of the opinion that learned Senior counsel for the petitioner succeeds in making out a case for grant of regular bail. Accordingly, the present petition is allowed and the petitioner is ordered to be released on bail on her furnishing bail/surety bonds to the satisfaction of the concerned trial Court/Duty Magistrate. Nothing said herein shall be treated as an expression of opinion on the merits of the case.

7. If the petitioner does not furnish the bail bonds within seven days from today, then her further custody period after one week will not be counted in the present case.

05.06.2026

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**(RAJESH BHARDWAJ)
JUDGE**

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