



ITEM NO.4

COURT NO.6

SECTION II-B

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition for Special Leave to Appeal (Crl.) No.8865/2026

[Arising out of impugned final judgment and order dated 07-05-2026 in CRMM No. 19994/2026 passed by the High Court of Punjab & Haryana at Chandigarh]

TILAK RAJ

Petitioner(s)

VERSUS

STATE OF HARYANA & ANR.

Respondent(s)

(IA No. 147004/2026 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT & IA No. 147009/2026 - EXEMPTION FROM FILING O.T.)

Date : 09-10-2026 This matter was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE J.B. PARDIWALA
HON'BLE MR. JUSTICE K. VINOD CHANDRAN

For Petitioner(s) :

Ms. Tanya Srivastava, AOR
Mr. Gurfateh Singh Khosa, Adv.
Mr. Anmol Kheta, Adv.

For Respondent(s) :

Mr. Vikramaditya Chouhan, A.A.G.
Mr. Samar Vijay Singh, AOR
Ms. Sabarni Som, Adv.
Mr. Aman Dev Sharma, Adv.
Mr. Manpreet Singh, Adv.
Dr. Mahesh Y Reddy, Adv.
Mr. Pardeep Kumar, Adv.
Mr. Vivek Kumar, Adv.

UPON hearing the counsel the Court made the following
O R D E R

1. The petitioner has been denied anticipatory bail by the High Court in connection with FIR No. 42/2026, registered at PS Bhupani, Faridabad, for offences punishable under Sections 316(3), 318(4), and 61 of the Bharatiya Nyaya Sanhita (for short, "BNS").

2. The complainant alleges that her ex-husband, co-accused Prabhat Ranjan ("A1"), sought financial assistance of Rs.5 lakh to complete the construction of a road with co-accused Pradeep Chaudhary ("A2"). As she

was not in a position to provide the money, A1 proposed that she obtain a loan and mortgage her plot as security. On A1's assurance that the loan amount would be repaid with interest within 15 days, she signed what she believed to be mortgage documents. She later discovered that her signatures had, in fact, been obtained on an agreement to sell. She further alleges that she never received the sale consideration.

3. During the investigation, it was allegedly found that the petitioner, along with co-accused A1, had fraudulently executed the agreement to sell the plot for a sum of Rs.7 Lakhs.

4. Learned counsel for the petitioner challenged the impugned order on various grounds, including that there was a delay of 2.5 years from the date of the alleged transaction; that the dispute is purely civil and contractual in nature; that the case is based entirely on documentary evidence; and that, as all relevant records are either with the investigating agency or in the public domain, custodial interrogation would serve no investigative purpose and would be disproportionate to the alleged offence.

5. On a *prima facie* consideration of the material on record, we are of the opinion that the petitioner can be granted anticipatory bail.

6. Accordingly, we direct that, in the event of his arrest in connection with the offences referred to above, he shall be released on bail, subject to such terms and conditions as the Investigating Officer (for short, "I.O.") may deem fit to impose and subject further to his continued cooperation in the investigation.

7. Upon being released on bail by the I.O., the petitioner shall, pursuant to any direction issued by the I.O. or summons issued by the Judicial Magistrate First Class, Faridabad (the jurisdictional court), appear before the jurisdictional court, furnish bail bonds, and ensure due appearance during the trial.

8. With the aforesaid, the petition stands disposed of.

9. Pending application(s), if any, also stand disposed of.

(VISHAL ANAND)
DEPUTY REGISTRAR

(POOJA SHARMA)
COURT MASTER (NSH)