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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ BAIL APPLN. 159/2015

SHAKSHI NAGPAL & ANR ..... Petitioners

Through: Mr. Amit Sahni, Adv.

versus

STATE (GOVT OF NCT OF DELHI) ..... Respondent

Through: Mr. Yogesh Verma, APP for State with SI Jagtar Singh, P.S. Janak Puri.

CORAM:
HON'BLE MR. JUSTICE A.K. PATHAK

<u>O R D E R</u>

% **16.04.2015**

Petitioner no.1 is daughter of petitioner no.2. They have filed this application for anticipatory bail. Learned APP for the State submits that petitioners are directors of M/s Eclipse Corporate Service Pvt. Ltd. and M/s Vishwam Overseas Pvt. Ltd. along with co-accused Avishek Singh. He further submits that petitioners induced the complainant and Iqbal Khan and took money from them on the pretext of providing work permit to them for Australia and Cuba. Complainant Shehzad Hussain alleged in the FIR that one of his friends Iqbal Khan told him that M/s Vishwam Overseas Pvt. Ltd. was providing visas for Canada and Australia, accordingly, he went to the said office and met petitioner no.1 who represented that their company used to provide work permit for Australia for ₹4.50 lacs. Shehzad handed over his passport and ₹50,000/- to petitioner no.1 on 19th September, 2012 against which petitioner no.1 issued a receipt on behalf of M/s Eclipse Corporate Service Pvt. Ltd. Thereafter, Shehzad again paid ₹1,92,800/- to petitioner no.1 on different dates. However, he was not provided visa nor his money was returned.

Learned counsel for the petitioners vehemently contends that petitioners are themselves victim of circumstances. Co-accused Avishek Singh was known to petitioner no.1 and proposed marriage, inasmuch as, engagement took place sometime in the month of January, 2012. Co-accused Avishek Singh had taken more than ₹15 lacs from the petitioners before as well as after the engagement. Petitioners have been cheated by the co-accused Avishek Singh. It is further contended that petitioners did not induce the complainant and Iqbal Khan. It is the co-accused who had been running the company and had taken entire money and has vanished. He further submits that petitioners have settled the matter with complainant-Shezad Hussain and have paid ₹2.5 lacs to him.

Per contra, learned APP for the State submits that during the investigation Iqbal Khan has also made a categorical statement that in the month of July, 2012 petitioner no.1 sent an email to him thereby assuring a work permit for Cuba for ₹3.5 lacs. In the month of August, 2012, petitioner no.1 represented that she was also providing work permit for Cananda for ₹9 lacs and Australia for ₹6 lacs. On the representations of petitioner no.1, Iqbal Khan deposited ₹4 lacs in the bank account of M/s Vishwan Overseas Pvt. Ltd. It is further submitted by learned APP that Cost Agreement dated 19th September, 2012 was also executed between petitioner no.1 and complainant, inasmuch as, air tickets were provided to the complainant by the petitioners.

Keeping in mind the above facts and the serious allegations against the petitioner no.1, I do not find any justification to grant her anticipatory bail. However, keeping in mind the role of petitioner no.2, it is ordered that in case of arrest, petitioner no.2 be released on anticipatory bail subject to his furnishing a personal bond in the sum of ₹10,000/- (Rupees Ten Thousand Only) with one surety in the like amount to the satisfaction of the Investigating Officer/Arresting Officer/Station House Officer of the concerned police station. As regards petitioner no.1, application is rejected.

A.K. PATHAK, J.

APRIL 16, 2015/ga