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

\+ BAIL APPLN. 1917/2016

AISHA CHAUDHARY ..... Petitioner

Through Mr. Kirti Uppal, Sr. Adv. with Mr. M.S. Khan, Mr. Sidharth Chopra & Mr. Abhimanyu Redhu, Advs.

versus

STATE ..... Respondent

Through Mr. Sanjay Lao, ASC with Mr. Siddharth Sindhu, Adv.
Insp. Lokender Singh PS Malviya Nagar.

CORAM:
HON'BLE MR. JUSTICE ASHUTOSH KUMAR

O R D E R

% 09.05.2017

The petitioner seeks bail in anticipation of her arrest in connection with FIR No.2145/2015 dated 27.11.2015 (PS Malviya Nagar) instituted for the offence under section 420/34 of the IPC.

The petitioner is one of the directors of Al Nawab Export Private Limited. The export company of the petitioner had entered into an agreement with a company at Vietnam for supply of buffalo's meat. Using the license to export, the containers which were sent by Al Nawab Export Company to Vietnam were found to be containing intestines and inner parts of animal and not buffalo meat. This was detected at the Vietnam Port and the receiving company was summoned by the authorities at Vietnam. Since

the containers were not removed from the Port, the receiving company had to pay demurrage and other expenses.

It has been averred in the FIR that in order to instil confidence in the minds of the accused persons and on the insistence of the petitioner and her husband, payment in cash was made with respect to the aforesaid consignment, which fact has been corroborated in the investigation.

Learned counsel for the petitioner, however, submits that the company of which the petitioner is one of the directors, has a license to export but the license does not extend to exporting buffalo meat. It was for this purpose that one Asif Qureshi was contacted for supply of buffalo meat.

This also is not permissible as the petitioner could not have used the export license for exporting buffalo meat. Aforesaid Asif Qureshi has been granted bail.

However, in any view of the matter, the offence is primarily of breach of contract in as much as what was promised was not sent. That money is not being returned to the receiving company would not by itself make out a case of cheating. Since the case primarily rests in the realm of breach of contract and taking into account the fact, the petitioner is a lady who is ready to join and participate in the investigation with an assurance of giving full disclosures which is in her knowledge, this Court is inclined to grant her anticipatory bail.

Regard being had to the aforestated facts, the petitioner is directed to be released on bail in the event of her surrender or arrest, on her furnishing a bond in the sum of Rs.25,000/- with two sureties of the like amount to the satisfaction of the Arresting Officer. It is, however, made clear that the petitioner shall participate in the investigation and would not hold back any

information.

Any attempt at concealing facts which are in the knowledge of the petitioner would entitle the state to seek cancellation of the aforesaid privilege.

The application is allowed with the aforesaid observations.

Dasti under the signatures of the Court Master.

ASHUTOSH KUMAR, J

MAY 09, 2017/ab