IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.

Crl. Misc. No.M-24496 of 2018 (O&M)
Date of Decision: July 16, 2018

Raminder Kumar

......PETITIONER(s).

VERSUS

State of Punjab

....RESPONDENT(s).

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Mukesh Garg, Advocate
for the petitioner (s).

Mr. Ramandeep Sandhu, Sr. DAG, Punjab.

****

SURINDER GUPTA, J.(Oral)

The present petition has been filed under Section 438 Code of Criminal Procedure for grant of anticipatory bail to the petitioner in case FIR No.130 dated 17.04.2018 registered for the offences punishable under Sections 420, 406 of Indian Penal Code, at Police Station City Barnala.

Heard.

The case of the complainant, in brief, is that he met with Rajwinder Singh (non-applicant), who was earlier known to him. He represented that owner of Ants Consultants & Servicing Management Company resides in his house, who has taken contract for opening Centres in North India in Deen Dayal Upadhiaya Scheme under Gramin Kaushalya Yojna. He represented to the complainant that if he is interested in taking any Centre in Barnala, recommendation can be made to the owner of Ants Consultants. After consulting his friend, the complainant asked Rajwinder Singh for getting issued one Centre for him. After few days, Rajwinder Singh came to house of complainant with petitioner. They were also accompanied by one lady, who disclosed her name as Harwinder Kaur. They introduced her as owners of Ants Consultants. The complainant expressed his interest in taking franchise of Barnala, Moga, Ludhiana and Bathinda, for which petitioner asked for ₹30 lakhs for a franchise for three years. They also explained him the other modalities. After few days, Rajwinder Singh asked for ₹12,50,000/- for making payment to some of the Government employees, which was made on 22.10.2016 to Rajwinder and petitioner Raminder Kumar. After that, payment of ₹5 lakh was made to petitioner and Rajwinder on 02.11.2016. Thereafter, a sum of ₹2 lakh was deposited in the account of Harwinder Kaur. On 12.01.2017, petitioner and Rajwinder called complainant to Mohali for agreement. Petitioner gave his account number to the complainant and took two cheques of ₹5,50,000/- and ₹4,00,000/- which he got encashed. However, no franchise of Centre was allotted to the complainant. On persistent demands, petitioner Raminder gave a cheque of ₹12,50,000/- which on presentation got bounced. Cheque was deliberately issued of ₹12,50,000/- despite the fact that limit of the cheque was only upto ₹10 lakhs.

Learned counsel for the petitioner submits that the petitioner be allowed anticipatory bail so that he may join the investigation and gave his version. When asked to explain as to on what account payment through cheque was taken by petitioner, learned counsel for petitioner submits that at this stage, he could not explain as to on what account, petitioner had taken payment of ₹5,50,000/- and ₹4,00,000/- from complainant through cheques.

From the complaint, it appears that petitioner along with Rajwinder Singh has cheated the complainant on the pretext of getting issue him franchise of Centres in Deen Dayal Upadhiaya scheme under Gramin Kaushalya Yojna. Complainant has also alleged that some payment was made in cash as well, which the petitioner is denying. However, the matter is required to be looked into thoroughly for which custodial interrogation of the petitioner is required.

Keeping in view the above facts and circumstance and conduct of the petitioner, I do not find any reason to exercise the discretionary power of this Court to extend the benefit of anticipatory bail to the petitioner.

This petition has no merits. Dismissed.

(SURINDER GUPTA)
JUDGE

July 16, 2018
Sachin M.

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No