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

+ BAIL APPLN. 2948/2018 and CrI.M.A. 661/2019

ASHISH CHAND

..... Petitioner

Represented by: Mr. Pratyush Sharma, Mr. Hemant
Manjawi, Advs.

versus

STATE OF NCT OF DELHI

..... Respondent

Represented by: Ms. Meenakshi Chauhan, APP with
Insp. Pawan Tomar, PS Janakpuri.
Mr. Vikas Arora, Adv. for intervener.

+ BAIL APPLN. 2949/2018

NAVYA KOHLI

..... Petitioner

Represented by: Mr. Pratyush Sharma, Mr. Hemant
Manjawi, Advs.

versus

STATE OF NCT OF DELHI

..... Respondent

Represented by: Ms. Meenakshi Chauhan, APP with
Insp. Pawan Tomar, PS Janakpuri.
Mr. Vikas Arora, Adv. for intervener.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

23.01.2019

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By these petitions, the petitioners, husband and wife seek anticipatory bail in case FIR No. 305/2018 under Sections 420/406/34 IPC registered at PS Janakpuri.

The allegations of the complainant against the petitioners are that they were running a travel company in the name of HT Travels Services Pvt. Ltd. and dealing in airlines ticket booking. The complainant in the course of

business in September-October, 2017 ordered 82 air-tickets, 49 through KLM Airlines and 33 through Turkish Airlines of international sector. He also transferred a sum of ₹54 lakhs. However after receipt of the amount and confirming the bookings as per the schedule, at the eleventh hour the complainant was informed that 40 tickets costing around ₹23 lakhs were cancelled. The complainant in order to save his reputation in the business booked tickets in urgency causing huge loss to him for a sum of ₹60 lakhs. The accused handed-over 11 post-dated cheques for a sum of ₹60 lakhs, however the same were also dishonoured.

Case of the petitioners was that they in turn were also cheated by one Harphool Chaudhary and Akbar Travels India Pvt. Ltd., thus, they are also victims and in this regard they have lodged a separate FIR at PS Sector-20, Noida against Harphool Chaudhary and two other persons.

During the course of investigation e-mails exchanged between the petitioners and Harphool Chaudhary were examined which suggested that the petitioners were aware about creation of PNRs of referred tickets against booking procedure by abuse of ‘married segment’ clause of airlines which was detected by airlines resulting in raising of Agency Debit Memo against Akbar Travels. Further the software, ID and password was provided by the petitioner to Harphool Chaudhary himself as he wanted that all the bookings should be under his control.

In view of the investigation carried out, this Court finds no ground to grant anticipatory bail to the petitioners. Petitions and application are dismissed.

MUKTA GUPTA, J.

JANUARY 23, 2019 /‘ga’