

**IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH**

Crl. Misc. M No. 19479 of 2020 (O&M)
Date of Decision: 14.8.2020

Parwinder Kumar

...Petitioner

Versus

State of Punjab and another

...Respondents

CORAM:- HON'BLE MS. JUSTICE JAISHREE THAKUR

Present:- Mr. Sandeep Arora, Advocate,
for the petitioner.

Ms. Monika Jalota, DAG, Punjab.

Mr. Deepak Gupta, Advocate,
for the complainant.

JAISHREE THAKUR, J.

1. By way of the instant petition, anticipatory bail under Section 438 of the Code of Criminal Procedure is sought in FIR No. 21 dated 22.01.2020, registered under sections 406/420 IPC at Police Station City Phagwara, District Kapurthala.

2. A FIR was registered by Jaswinder Ram stating that the petitioner herein had agreed to send him to Cyprus on charging a sum of ₹4.5 lakhs in that connection. Three other persons also expressed their desire to go to Cyprus along with the complainant. The petitioner thereafter agreed to send all for a sum of ₹18 lakhs. It was further alleged that apart from charging the said amount, a further sum of ₹40,000/- each was charged by way of Embassy fee and medical expenses separately. It was alleged that the agent namely, Parwinder Kumar collected the money but it

was found that the Visa got issued was false and forged. The complainant asked for refund of the amount given but Parwinder Kumar refused to return the amount. Consequently, FIR was registered alleging fraud and misappropriation of an amount of ₹18 lakhs. On the registration of the FIR, the petitioner herein filed a bail application on the ground that he had been falsely implicated which was dismissed by the Additional Sessions Judge Kapurthala, on 11th of June 2020.

3. Mr. Sandeep Arora, learned counsel appearing on behalf of the petitioner herein, contends that in fact the matter had been compromised between him and the complainant Jaswinder Ram wherein it has been agreed that the petitioner would pay a sum of ₹7 lakh to the complainant in 3 instalments. The 1st instalment of ₹2,30,000/- would be payable by 10.10.2019, the 2nd instalment of ₹2,30,000/- would be payable by 15.11.2019 and third instalment of ₹2,40,000 /-would be payable by 15.1.2020. Learned counsel for the petitioner further argued that he had no connection with any of the three persons named in the FIR namely, Pargat Singh, Parvinder Singh and Surjeet Singh who were allegedly to travel with the complainant. While arguing for grant of anticipatory bail before this court, a statement had been made that the petitioner was ready and willing to pay an amount of ₹7 lakhs in terms of the agreement and compromise executed between them. Consequently, the matter was adjourned from 20.07.2020 to 14.08.2020 so as to enable the petitioner to bring an amount of ₹7 lakhs in the name of the complainant Jaswinder Ram in terms of the agreement Annexure P-2.

the petitioner herein contends that he is ready to make the payment in instalments by way of submitting post-dated cheques in favour of the complainant.

5. Appearance has also been caused on behalf of counsel for the complainant to submit that he along with three others have been cheated of an amount of ₹18 lakhs by giving a false assurance that they would be sent to Cyprus. Learned counsel appearing on behalf of the respondent—State submits that it is the petitioner herein who prepared false tickets and Visa for the petitioner and the others. It is also contended that a detailed enquiry has been held in this matter wherein a specific role had been assigned to the petitioner herein regarding obtaining false visa and tickets.

6. I have heard Ld. counsel for the parties and have perused the pleadings and find that no ground is made out for grant of anticipatory bail to the petitioner herein. The petitioner herein is an agent who has duped the complainant by promising him a valid visa for entry into Cyprus along with tickets for a sum of ₹4,50,000/-. Based on the offer made, three other persons were also interested in going to Cyprus and an amount of ₹18 lakhs was handed over for visa and passage to Cyprus, which did not materialise for want of correct and proper papers. The petitioner also agreed to return the money to the complainant however, failed to do so. Even an offer was made in this court to return the amount of ₹7 lakhs in terms of the agreement arrived at between the parties, which again has not materialised. The offer made to return the amount by way of post-dated cheques does not seem to be a genuine one and, therefore, this court does not deem it appropriate to allow the petition for grant of anticipatory bail to the

petitioner under the instant FIR.

7. Consequently, the present petition is dismissed.

14.8.2020
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(JAISHREE THAKUR)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
No