IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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CRM-M-29768-2020 (O&M)
Date of Order:25.09.2020

Prateek Nepalia **..Petitioner**

Versus

State of Haryana **..Respondent**

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Ritesh Agrawal, Advocate,
for the petitioner.

Mr. Chetan Sharma, AAG, Haryana

ANIL KSHETARPAL, J(Oral)

Hearing of the case was held through video conferencing on account of restricted functioning of the Courts.

This petitioner prays for grant of pre-arrest bail in a criminal case arising from FIR No.188, dated 23.05.2020, registered under Section 406/420/120-B IPC, at Police Station DLF, Gurugram.

At the outset, it must be noticed that the petitioner is accused in 15 other FIRs of similar nature.

Sh. Chetan Sharma, Assistant Advocate General, Haryana, has pointed out that the petitioner is Director in all the 3 companies i.e. Uni Globe, Uni Assist and Uni Fact. He further pointed out that as per the investigation carried out by the Investigating Agency, lacs of rupees from the various bank accounts of the companies has been transferred to the account of the petitioner and his wife.

Learned Additional Sessions Judge, Gurugram, in paragraph 3 of its order dated 14.09.2020, has noticed the facts of the case, which is extracted as under:-

"3. In brief, it is the case of the prosecution that on 23.05.2020, one complaint was received in the police station which was made by the complainant Ravinder Kumar to the Commissioner of Police, Sector-21- C, Faridabad which was regarding sending the students to foreign in famous university, after fraud and cheating and taking money. It is alleged by the complainant in his complaint that one day he received a call from Himanshu Sharma, an employee in Uni Assist Edutech Pvt. Ltd., M.G. Road, Vipul Agora Mall, 103-104, First Floor and he told him that they got course of German Language from a famous university at Germany. He asked him when he will meet and where and who are their Directors on which he replied that Randeep Ghoshal, Ashima Malhotra, Sandeepan Kaviraj, Subatra Sain are the Directors and authorized signatories. Believing him, he took time to meet him then he (Himanshu Sharma) asked him (complainant) where do you live, then he (complainant) replied that he resides in Jind and he has to come to Faridabad for some personal work. Then he (Himanshu Sharma) told him that their Directors and Councellors are also working in Faridabad and he (complainant) can meet them at Faridabad. He asked him to give mobile numbers then he (Himanshu Sharma) gave mobile numbers of Randeep Ghoshal, Director, Shailaz Srivastava, Councellor and Pooja Bhoria and he told him that Shailaz Srivastava and Randeep Ghoshal will talk him after some time. This happened in the month of December, 2018. After some time, he (complainant) talked with Shailaz Srivastava and Randeep Ghoshal who told him that if he (complainant) wants to come to their office which is in Gurugram and he (complainant) can meet them. In the third week of December, he went to meet Randeep Ghoshal. Pooja Bhoria and Shailaz Srivastava also met him at Om Sweets, Sector-16, Faridabad, where they informed him regarding study and also told that an agreement shall be executed between them and that will be executed after depositing registration charges and after that classes will be started and registration from Germany shall also be made. They informed him that he can deposit the amount in Gurugram. They asked him to deposit ₹5,000/- as registration charges and other paper proceedings and they will also provide him payment schedule. He paid ₹ 5,000/- in cash at that time and told him that whether he can deposit the remaining amount from his village in their company on which they provided him bank account of their firm and also told him that this amount of ₹ 5,000/- shall be adjusted in the total amount. Thereafter, first installment of ₹82,600/- was deposited by him from his village Safido , Jind on 21.01.2019 in the bank

account of the company and on 23.01.2019, he reached at the office of the said company situated at M.G. Road, Gurugram where all the Directors, Councellors and Himanshu met him. Director told him that Shailaz and Himanshu will inform him about Germany, how he will study there and how much amount will be paid and what is its procedure. They also handed over him receipt of the amount which was received by them and told him that A-1 and A-2 course will be conducted at Gurugram and remaining C-1 and C-2 and other two courses will be conducted in Top university at Germany and he has to deposit ₹2,95,000/- including GST prior to execution of the agreement in the month of February. He got deposited ₹2,95,000/- through RTGS from the bank account of his father. On 14.2.2019, they called him and his father for execution of agreement. Thereafter, agreement was executed between them on which his signatures and that of his father were obtained and Subrata Sain also put his signature on the agreement. They also informed that in case they failed to get complainant admitted in Germany University then they will return whole of the amount and this course is to be completed till 15.5.2019 and further study will be conducted at Germany. They conducted A-1 Course and told that A-2 course will be conducted at Germany. They had also taken cheque No. 000002 of Kotak Mahindra of ₹2,59,600/- on 21.6.2019 which was cleared in the account of the said firm on 25.6.2019. Thereafter, they demanded more amount on which complainant told that he is unable to pay more amount. They further told him to deposit more amount, then on 4-5 September, 2019, he deposited total ₹1,08,000/- through APP and ₹20,000/- more were also given for Embassy meeting and in this way, he had total paid them ₹7,65,000/- + ₹5,000/- and they told him that they will give him sponsor letter. They also demanded rent of room, air fare and insurance charges for going to foreign on this, he paid ₹60,000/- as room rent charges, ₹30,000/- as air fare and ₹18,000/- as insurance charges and all the amount was given by him to Randeep Ghoshal and Pooja Bhoria near Sector-37 Metro Station, Faridabad. They also told him to open a Block Account for his expenses and he has to retain 10,260 Euro in that account. When he applied for the said account in the bank, then he came to know that for language course, bank will not give any loan and only for decree course, loan can be availed. Thereafter, he came to know that the above named persons had committed cheating and fraud with him. He contacted them many times but they did not give him any sponsor letter. When he reached their offices situated at Sector-14, M.G. Road and sector-15, Gurugram then he came to know that all

> *the offices have been closed by them. He came to know from some reliable sources that they are running a school in the name of Cambridge at Sector-88, Faridabad which is in the name of wife of Randeep Ghoshal, where Randeep Ghoshal and other Councellors and Directors sit. On 28.01.2020, he along with his father reached at Cambridge School, Faridabad where he found that Pooja Bhoria was sitting at the counter and when he asked her that he wants to meet Director on which she replied that Randeep Ghoshal is only sitting on the upper floor. She made a call to Randeep Ghoshal who refused to meet him. When he asked to return his money then Pooja Bhoria told that she will contact him with Sahab and his money will be returned and sponsor letter will also be handed over to him. Thereafter, they (complainant) again tried to contact the Directors in the said School but they were not allowed to meet the Directors and school authorities told him that no person of the name of Randeep Ghoshal was sitting in their School and Pooja Bhoria also refused to meet them. Thereafter, they (complainant) came to know that some other children have also been cheated and frauded and cases against the Directors and Councellors of the said company have been got registered in Gurugram, Shivaji Nagar Police Station, DLF Police Station etc. with the same grievance. Accordingly, the instant case was registered. The present accused and his co-accused are involved in 15 similar cases, details of which has been mentioned in the reply to the present bail application. Present accused as per record of the Registrar of Companies was Director in the Director. As per record, total ₹8,70,000/- had been received by the present accused and deposited in the different bank accounts of the company. In the end, a prayer for dismissal of bail application has been made."*

Learned counsel for the petitioner contends that the petitioner is not named in the FIR as he had resigned in the year 2019. He further submits that the petitioner has no role to play.

On the other hand, learned counsel for the State has submitted that the petitioner is a habitual offender,. He is involved in as many as 16 criminal cases including this one.

After having considered the arguments of learned counsel for the parties, this court is of the view that the allegations in the FIR are serious. Hence, the custodial interrogation of the petitioner would be necessary in order to unearth the truth. Still further, it is apparent from the facts noticed above that the petitioner is alleged to have duped many unemployed youths of the area who were looking forward to go overseas to earn their livelihood

Keeping in view the aforesaid facts, there is no ground to release the petitioner on bail.

Dismissed.

September 25, 2020 **(ANIL KSHETARPAL)**
nt **JUDGE**

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No