**201IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CRM-M-40086 of 2019 (O&M)
Date of Decision: 13.10.2020

Amarjeet Singh Aujla and another
...Petitioners

Versus

State of Haryana
....Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present:- Mr. S.S. Momi, Advocate, for the petitioners.
Mr. A.K. Sehrawat, DAG, Haryana.
Mr. Kushagra Beniwal, Advocate, for the complainant.

DEEPAK SIBAL, J. (ORAL)

Case taken up through Video Conferencing.

Through the present petition filed under Section 438 Cr.P.C. the petitioners seek the grant of anticipatory bail in FIR No.69 dated 30.01.2019, registered under Sections 406, 420 and 506 IPC at Police Station City Thanesar, District Kurukshetra.

The case of the prosecution is that petitioner No.1 introduced himself to the complainant as a Captain in the Indian Army; he said that he had a friend who was a Colonel who had provided jobs to many persons in the United States of America, Canada and other countries and had also got them permanent residency over there; he promised to permanently settle the complainant's son in the United States of America/Canada and for that demanded ₹25.00 lakhs from her; allured by the petitioner's promise the complainant sold three acres of her agricultural land and deposited ₹17.00

lakhs in the account of petitioner No.2 – Bhupinder Kaur who is the wife of petitioner No.1; the complainant then received a phone call from the petitioners asking her for ₹5.00 lakhs which she arranged and gave to the petitioners at their residence; such payment was made in the presence of Sakattar Singh, Sukhpal Kaur, Kamaljeet Singh, Bhupinder Kaur and Harjeet Singh; besides the above payments, on demands made by the petitioners, the complainant made several other deposits in the bank accounts of the accused persons; the petitioners' daughter Neha and son-in-law Anuj Kumar also assured the complainant that in case the complainant's son is not settled in United States of America they would get him settled in Canada and that the petitioners committed fraud with the complainant by receiving the above amounts on false promises as they did not even send her son abroad.

On 10.01.2020 learned counsel for the petitioners had stated before this Court that the petitioners were ready to return to the complainant the amounts deposited by her in their bank account. Relying on such statement this Court issued notice in the present petition. On 31.01.2020 the complainant appeared before this Court in person and the matter was referred for mediation. To facilitate mediation proceedings the petitioners' arrest was also stayed. In the mediation proceedings, on 27.02.2020, the petitioners agreed to pay to the complainant an amount of ₹6.50 lakhs which offer was accepted by the complainant. Such amount was further agreed to be paid in two instalments. The first instalment of ₹4.00 lakhs was to be paid by the petitioners by way of a demand draft in the name of the complainant on 16.04.2020 and the second instalment of ₹2.50 lakhs through a demand draft by 25.05.2020. However, the petitioners failed to make any payment.

On 21.09.2020 learned counsel for the complainant brought to the notice of this Court that petitioners had failed to abide by the settlement and their statement made before this Court. Further, learned State counsel also informed the Court that the petitioners had been repeatedly asked to join the investigation but they had failed to appear before the investigating agency. On this, this Court issued directions to the petitioners to abide by their settlement and statement with a further direction to them to join the investigation. In case of default this Court issued directions to the State to take the petitioners in custody.

Even till the adjourned date no payment was made by the petitioners. On the asking of the Court learned counsel for the petitioners after seeking instructions from the petitioners stated that a demand draft for the amount settled between the parties shall be handed over by the petitioners to the complainant on 12.10.2020. The petitioners did not abide by this statement as well as on 12.10.2020 a demand draft for only ₹2.50 lakhs was sought to be handed over to the complainant and not ₹6.50 lakhs as had been agreed between the parties.

Thus, on more than one occasion the petitioners have backed out from their statements made by them to this Court and have failed to honour their commitment.

The allegations against the petitioners are of having committed fraud with the complainant who paid them ₹25.00 lakhs for sending and settling her son abroad. For making such payment the complainant sold her land. Most of the payments are said to be deposited in the petitioners' bank accounts. After accepting such amounts the petitioners failed to send her son abroad.

As per learned State counsel in spite of repeatedly notices sent to the petitioners they have failed to appear before the investigating agency.

In view of the above, the petitioners are not entitled for any relief whatsoever.

Dismissed.

(DEEPAK SIBAL)
JUDGE

October 13, 2020
R.S.

Whether speaking/reasoned Yes/No

Whether Reportable Yes/No