IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Date of Decision-01.10.2021

1. CRM-M No.40284 of 2020(O&M)

Keerti Arya @ Shaheen Rehmaan ... Petitioner

Versus

State of Haryana ... Respondent

2. CRM-M No.41490 of 2020(O&M)

Razur Rehmaan ... Petitioner

Versus

State of Haryana ... Respondent

3. CRM-M No.436 of 2021(O&M)

Krishna Arya ... Petitioner

Versus

State of Haryana ... Respondent

CORAM:-HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Ms. Mehak Sawhney, Advocate
for the petitioner(s).

Mr. Rajat Gautam, DAG, Haryana.

Mr. Anil Kumar Rana, Advocate
for the complainant.

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__RAJ MOHAN SINGH, J.__

[1]. Vide this common order, CRM-M No.40284 of 2020 titled Keerti Arya @ Shaheen Rehmaan Vs. State of Haryana, CRM-M No.41490 of 2020 titled Razur Rehmaan Vs. State of Haryana and CRM-M No.436 of 2021 titled Krishna Arya Vs. State of Haryana are being disposed of. Since all the aforesaid cases have arisen from one FIR, therefore, facts are being culled out from CRM-M No.40284 of 2020.

[2]. CRM-M No.40284 of 2020 relates to anticipatory bail on behalf of Keerti Arya @ Shaheen Rehmaan, CRM-M No.41490 of 2020 relates to regular bail on behalf of Razur Rehmaan and CRM-M No.436 of 2021 relates to anticipatory bail on behalf of Krishna Arya in case bearing FIR No.241 dated 22.05.2019 registered under Sections 420, 406, 120-B IPC at Police Station Faridabad Kotwali, District Faridabad.

[3]. The FIR was registered by the complainant Ravinder Pahuja with the allegations that Kirti Arya wife of Vishal @ Razur Rehmaan, Vishal @ Razur Rehmaan and Smt. Krishna Arya wife of Satish Kumar Arya have committed fraud and grabbed money of the complainant by taking blank cheque, taking signatures on blank letter and by giving threats of killing. Complainant is a business man and is doing business in the name of M/s Maa Vaishnu Marketing at Faridabad. Complainant has agency of Hindustan Lever Ltd. Accused are relatives of the complainant. Complainant used to visit the house of the accused persons. In July, 2013, the complainant went to Palwal to meet Smt. Krishna Arya. Keerti Arya and Vishal @ Razur Rehmaan also came there. Vishal @ Razur Rehmaan was introduced with the complainant and he was introduced as a person having business dealings in Delhi and having good links in the Ola and Uber travel agency and he was well connected with Kid Zee school. Complainant was asked to do business in association with Vishal @ Razur Rehmaan, so as to double/triple the income in the business. It

was also proposed that money will be invested by the complainant as Vishal @ Razur Rehmaan was not having arrangement of money. After some days, Keerti Arya and Vishal @ Razur Rehmaan started visiting the house of the complainant after 3-4 days regularly and used to give new schemes to the complainant for investment and induced him to invest money in the new business. Complainant reposed faith upon them and gave money to them by cheques as well as through RTGS. Giving of money was very much in the knowledge of Krishna Arya. Krishna Arya gave assurance to the complainant that he should not worry about the money as the same is secured. The money will be returned on demand of the complainant. Complainant gave total amount of Rs.32,85,000/- in cash on different dates to Keerti Arya and Vishal @ Razur Rehmaan as tabulated in the FIR. He also gave total amount of Rs.1,02,34,823.35 through RTGS in favour of Keerti Arya and Vishal @ Razur Rehmaan on different dates as tabulated in the FIR. Complainant alleged that the accused took him into their confidence and got total amount of Rs.1,35,19,823.35. Accused gave an assurance to the complainant that they have purchased properties in many places in the name of the complainant and the negotiations for franchise were in offing with many companies. Impression was given to the complainant that he should not worry about the money as the same will be returned to him on demand. As and when the complainant demanded back his money, Keerti Arya and Vishal @

Razur Rehmaan used to ignore the same on one reason or the other. Even Krishna Arya used to evade the issue. On repeated asking, Keerti Arya and Vishal @ Razur Rehmaan returned only Rs.8 lacs to the complainant through RTGS. Complainant came to know that neither they have purchased any property in the name of the complainant, nor have given any franchise of any school. Vishal @ Razur Rehmaan did not fulfill his promise in respect of purchase of taxis and also to attach them with Ola and Uber companies. The accused did not purchase any taxi in the name of the complainant. On 24.06.2018, complainant went to meet Krishna Arya at her residence and demanded his money, but she flatly refused by saying that the money is lying with Keerti Arya and Vishal @ Razur Rehmaan. Even on making contact with Keerti Arya, she refused to pay the money back to the complainant. With these allegations, the FIR came to be registered.

[4]. At the time of issuance of notice of motion on 10.12.2020, learned counsel for the petitioner sought time to place on record bank transactions, vide which repayment to the tune of Rs.31,94,409/- was made in favour of the complainant. Thereafter, the case was taken up on 21.12.2020 and the following order was passed:-

> *"The case has been taken up for hearing through video conferencing.*
>
> *Petitioner has filed affidavit dated 06.12.2020*

acknowledging her liability to the tune of Rs.70,40,414.35/-.

Prayer has been made for fixing installments for repayment of the aforesaid amount in favour of the complainant. In para no.5 of the affidavit, petitioner has mentioned that an amount of Rs.10 lacs was paid to the brother of the complainant through NEFT dated 22.08.2016 and an amount of Rs.13,94,409/- was also paid to the brother of the complainant through RTGS dated 30.08.2016.

The complainant has denied the aforesaid amounts.

In compliance of order dated 10.12.2020, petitioner has filed the aforesaid affidavit detailing the amount paid to the complainant party.

The Investigating Officer of the case is directed to verify the payment of amounts mentioned in para no.5 of the affidavit to the complainant as well as to his brother by the next date of hearing.

Adjourned to 04.02.2021.

The feasibility of fixing time schedule for re-payment of the time in favour of the complainant shall be appreciated on the next date of hearing.

Till the next date of hearing, arrest of the petitioner shall remain stayed."

[5]. In due course, the case was taken up on 09.03.2021 and following order was passed:-

"These cases have been taken up for hearing through video conferencing.

<u>CRM-M-40284-2020 (O&M)</u>

Vide order dated 21.12.2020 passed in CRM-M-40284-2020, arrest of the petitioner was stayed after noticing some facts.

In view of the affidavit dated 06.12.2020 filed by the petitioner-Keerti Arya @ Shaheen Rehmaan, she has acknowledged the liability to the tune of Rs.70,40,414.35/-.

Prayer was made for fixing the installments for repayment of the aforesaid amount to the complainant. In para 5 of the affidavit, the petitioner has also mentioned some facts in respect of payments made to the brother of the complainant through NEFT and RTGS. There is dispute with regard to transactions between the petitioner's side and brother of the complainant.

As of now, this Court would not comment upon assertions and denial of the parties on that province as the same would be proved by the parties during trial on the basis of evidence to be led by them.

At this stage, without making any opinion on the merits of the case, the petitioner/accused side can be granted three months' time for making the payment of Rs.70,40,414.35/- as acknowledged by the petitioner in the affidavit dated 06.12.2020.

Learned counsel for the petitioner submits that husband of the petitioner is in custody.

Connected case i.e. CRM-M-41490-2020 is in respect of regular bail of husband of the petitioner-Keerti Arya @ Shaheen Rehmaan.

In order to appreciate the stand of the accused party, it would be appropriate to defer further proceedings in the aforesaid cases.

Interim bail is ordered to be granted to the petitioner Razur Rehmaan in CRM-M-41490-2020, till the next date of hearing in order to enable him to honour the commitment arising out of affidavit dated 06.12.2020.

The accused/petitioner would make the payment of agreed amount to the complainant without prejudice to their *rights qua remaining amount at the trial.*

The petitioner-Razur Rehmaan in CRM-M-41490- 2020 is directed to be released on interim bail subject to the satisfaction of the concerned Chief Judicial Magistrate/Duty Magistrate.

Adjourned to 29.06.2021.

Interim order to continue in CRM-M-40284-2020 and CRM-M-436-2021.

It is made clear that in case agreed amount is not paid to the complainant within the time prescribed, interim protection shall be withdrawn in normal circumstances without making any further reference.

A photocopy of this order be placed on the files of other connected cases."

[6]. Perusal of the aforesaid order would show that in view of affidavit filed by the petitioner on 06.12.2020, she had acknowledged the liability to the tune of Rs.70,40,414.35. She prayed for fixation of installments for repayment of the amount. There were transactions between the petitioner and brother of the complainant through NEFT and RTGS. Without making any comment on such transactions, this Court granted three months time for making the payment of Rs.70,40,414.35 as the same was acknowledged by the petitioner in her affidavit dated 06.12.2020. Vishal @ Razur Rehmaan was granted interim bail in order to enable him to arrange money to honour the commitment arising out of affidavit dated 06.12.2020. The aforesaid amount was to be paid to the complainant without prejudice to their rights qua remaining amount at the trial.

[7]. The payment was not made even after expiry of three months from 09.03.2021. On 15.06.2021, time was further extended till 29.06.2021 i.e. the date already fixed in the main case. On 29.06.2021, further time of three months was granted to the accused party due to the situation arising out of pandemic COVID-19 to make good the payment as agreed by the accused party. It was observed that no further extension would be granted in normal *circumstances. Order dated 29.06.2021 reads as under:-*

"CRM No.16796 of 2021 in CRM-M No.436 of 2021 and CRM No.17424 of 2021 in CRM-M No.41490 of 2020

All the cases have been taken up for hearing through video conferencing.

Vide order dated 09.03.2021 passed in CRM-M No.40284 of 2020 interim protection was granted to the petitioner-Keerti Arya @ Shaheen Rehmaan therein to pay an amount of Rs.70,40,414.35 as acknowledged by her in the affidavit dated 06.12.2020. The order dated 09.03.2021 shall form part of this order as well. Interim bail was also granted to the petitioner-Razur Rehmaan in CRM-M No.41490 of 2020 in order to facilitate the parties to arrange funds for making payments to the complainant. It was made clear that in case the agreed amount is not paid to the complainant within the time prescribed, the interim protection shall be withdrawn in normal circumstances without making any further reference.

Thereafter in CRM No.16793 of 2021 filed in CRM-M No.40284 of 2020, time to make payment as per order dated

09.03.2021 was extended till today. The order reads as under:-

> *"To come up on the date already fixed in the main case i.e. 29.06.2021. The time to make the payment, as per order dated 09.03.2021, is extended till then.*
>
> *Copy of the instant application be also supplied to learned counsel for the complainant through email in course of the day."*

In the applications i.e. CRM-17424-2021 in CRM-M41490-2020 and CRM-16796-2021 in CRM-M-436-2021, the applicant(s)/ petitioner(s) has prayed for extension of time in view of the hardship shown in the pleadings of the applications.

Notice of the applications be issued to the non-applicant(s)/complainant.

Mr. Anil Kumar Rana, Advocate accepts notice on behalf of the complainant. He opposed the extension of time on the ground that sufficient time has already been granted.

have considered the prayer. Owing to the circumstances arising out of situation due to COVID-19 pandemic and the hardship shown by the applicants/petitioners, I deem it appropriate to grant a period of three months to make payment of the agreed amount.

It is made clear that no further extension shall be granted in normal circumstances and normal consequences would follow. Applications stand disposed of.

Main case(s)

Adjourned to 29.09.2021.

Interim order to continue.

A photocopy of this order be placed on the file of connected cases."

[8]. Despite the aforesaid extension of time by three months, needful was not done by the petitioner and other co-accused. The case was taken up on 29.09.2021 and learned counsel for the petitioner further sought time. The case was adjourned to 01.10.2021.

[9]. Learned counsel for the complainant submitted that amount of Rs.31,94,409/- as projected by the petitioner has not been paid to the complainant, rather the same was in the context of transaction between the petitioner and brother of the complainant.

[10]. In view of number of extension given on the subject of repayment of the amount to the complainant, I do not feel it expedient to grant any such further extension. It appears that the petitioner is not interested in honouring the commitment arising out of her affidavit as well as in the context of number of extension given on record.

[11]. Owing to the failure on behalf of the petitioner and other co-accused, the petitions filed by them need to be dismissed. All the three petitions are accordingly dismissed.

(RAJ MOHAN SINGH)
JUDGE

01.10.2021
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Whether reasoned/speaking Yes/No
Whether reportable Yes/No