IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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CRM-M-19997-2022

Date of Decision:01.06.2022

Gurpal Singh .....Petitioner

Versus

State of Punjab .....Respondent

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ.

Present: Mr. Vikas Gupta, Advocate, for the petitioner.

Mr. Karanbir Singh, A.A.G., Punjab.

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VINOD S. BHARDWAJ , J.(Oral)

The petitioner has approached this Court under Section 438 of the Code of Criminal Procedure for grant of anticipatory bail in case FIR bearing No.235 dated 18.11.2021 under Section 420 of the Indian Penal Code, 1860, registered at Police Station Civil Lines, District Batala.

The FIR in the present case has been instituted at the instance of one Akashdeep son of Narinder Pal, resident of Bal Khurd, District Amritsar, who has stated that he (complainant) had completed his IELTS study on 06.01.2018 and upon completion thereof, he had to go abroad for higher studies. A year prior to the registration of the FIR, he had conversation with the petitioner-Gurpal Singh who disclosed himself as a Chairman and assured that he will arrange for sending the complainant to UK for higher studies along with an assured guarantee. The complainant was asked to deposit an amount of ₹73,200/- in the account of another person and that thereafter, a sum of ₹3,45,000/- was also taken in order to prepare certain forged degrees/documents to cover the gap in the academic pursuits of the complainant. It is further submitted that the complainant was pressed for remittances of further amount and upon such pressure, the complainant further borrowed a sum of ₹2,00,000/- and deposited the same in the account so pointed out by the petitioner. It is contended that whenever the complainant makes a call, the accused either does not answer the call or makes excuses. Resultantly, the FIR in question was got registered.

Learned counsel appearing on behalf of the petitioner has contended that the FIR against the petitioner is not made out inasmuch as no amount was ever transferred to the account of the petitioner. An amount of ₹73,200/- stated to have been deposited initially was in the account of one Narinder Barnal and not in the account of the petitioner. He further submits that in the absence of any assurance given by the petitioner, for the transfer of any money to the account of the petitioner, the offence under Section 420 IPC cannot be said to be attracted against the petitioner.

I have heard learned counsel for the petitioner and gone through the documents appended along with the petition.

It has come forth in the said documents that an affidavit was duly executed by the petitioner whereby he undertook to return an amount of ₹5,00,000/- to the complainant. Even though a version was put-forth by the petitioner that the said affidavit was got executed from him under gun point, however, the said submission does not inspire confidence. There was no occasion or reason for the petitioner to have executed an affidavit agreeing to return the amount of ₹5,00,000/- in case the incident in question had not taken place in the manner as suggested or proposed to be in the true turn of events. Furthermore, it is also evident from the averments raised in paragraph 18 of the instant petition that as many as 07 other FIRs of similar nature had been registered against the petitioner and that even though he has been acquitted in two of the said cases, he already stands convicted in one case and 04 other matters are still pending. The instant petition is the 5th such case. The recurrent involvement of the petitioner in cases which are identical in operation does not entitle the petitioner to claim any equity. In so far as the question of not being recipient of any amount on account of the alleged transfer so made by the complainant is concerned, it is the stated case of the complainant that the amount in question was transferred to the account numbers given by the petitioner himself. Hence, the mischief, mal-intent and malice on the part of the petitioner was evident right from the initiation of the relationship. In any case, once the complainant has transferred the amount to the account numbers given by the petitioner, the said amount would be deemed to have been received by the petitioner as the beneficiary thereof.

It is further evident that despite giving an affidavit acknowledging the receipt of the amount and assuring refund thereof, the petitioner has chosen not to abide by his assurance so given to the complainant.

The cases of alluring gullible youth on false promises of a secure and bright future and thereby cheating them for money, which is usually secured through selling of small holdings and properties held by the family, the offences of such nature are on rise and extension of any such concession is only likely to embolden the violators of law.

No ground for extending such concession is made out. The present petition is accordingly dismissed.

June 01, 2022 **(VINOD S. BHARDWAJ)**
seema **JUDGE**

Whether speaking/reasoned: Yes/No
Whether Reportable: Yes/No