

In the High Court of Punjab and Haryana at Chandigarh

CRM-M No. 32524 of 2022 (O&M)

Date of Decision: 27.7.2022

Hardeep Singh Bhatti

.....Petitioner

Versus

State of Punjab

.....Respondent

CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR

Present: Mr. Vaibhav Sehgal, Advocate
for the petitioner.

Mr. Rana Harjasdeep Singh, DAG, Punjab.

SURESHWAR THAKUR, J. (ORAL)

1. Through the instant petition, cast under Section 438 Cr.P.C., the petitioner craves for indulgence of his becoming admitted to anticipatory bail, in respect of FIR bearing No. 45 of 5.7.2022, registered at Police Station Sudhar, District Ludhiana, constituting therein offences under Sections 406, 420, 120-B of the IPC, and, under Section 24 of the Immigration Act, and, besides under Section 13 of Punjab Travel Professionals (Regulation) Act.

2. Through a contract drawn amongst the complainant, and, the present bail petitioner, and, as becomes embodied in Annexure P-1, the present petitioner assisted the immigration of the complainant to Ukraine.

3. Believing the statement made, at the bar, by the learned State counsel, that as a matter of fact, the complainant had immigrated to Ukraine, and, also believing his further statement, as made at the bar, that within the ambit of clause (7) of Annexure P-1, clause whereof becomes extracted hereinafter, he was admitted to an educational institution in Ukraine, but yet the complainant raised a grievance, that despite a promise being made to him

by the present petitioner for providing him a job placement, part time job, and,

settlement in Ukraine, the above promises have been breached. Therefore, he argues that despite the moneys being received by the petitioner, yet, with a false promise, thereupon, he has been cheated.

“7. The services of the “Consultant” to the student is only related and restricted to the admission process. The services do not extend to assist him/her with job placement, part time job, migration or settlement such countries where admission is sought.”

4. However, the oral promises, if any, by the present petitioner to the complainant are irrelevant, as rather only the contractually made promises or the scribed promises, are relevant for determining whether there is any breach thereof. However, a reading of the above extracted relevant clause, as carried in the contract, executed amongst the bail petitioner, and, the complainant, does not prima facie leverage the complainant, to make the above grievance against the present bail petitioner, unless he has denied his signatures thereons, which however, he has not denied. If so, and, furthermore, since a reading of the scribing, made by the complainant, and, which occurs at page No. 17 of the petition, discloses that he has therein expressed, that all the relevant documents have been provided to him, and, that he is fully satisfied.

5. In consequence, prima facie the grievance (supra), as, raised against the present petitioner, by the complainant, appears to be lacking in veracity. In the face of the above, it is not deemed imperative to order for the custodial interrogation of the present petitioner, nor for making a direction, upon him to, as a pre condition of his becoming admitted to pre-arrest bail, his depositing a reasonable percentum of the allegedly duped sums, in the establishment of the learned trial Judge concerned.

6. However, at this stage, the learned State counsel submits, that since the bail applicant-petitioner is a habitual offender, thereupon there is every possibility of the bail applicant-petitioner abusing the facility of bail, as

may become accorded to him. However, the vigour of the afore made submission, of the learned State Counsel, before this Court, can be mitigated, by imposition of stringent conditions, upon the bail applicant-petitioner.

7. In consequence, the instant petition is allowed. The bail applicant-petitioner is admitted to anticipatory bail, and, in the event of his arrest, he may not be arrested by the investigating officer concerned. However, subject to the bail applicant-petitioner furnishing personal, and, surety bonds in the sum of Rs. 50,000/- each, to the satisfaction of the arresting officer. Furthermore, the bail applicant-petitioner shall also give an undertaking before the arresting officer, that as and when he is summoned through a written Hukamnama, he shall ensure his rendering his cooperation to the investigating officer. Moreover, he shall also give an undertaking that he shall not influence the prosecution witnesses, nor shall tamper with the prosecution evidence.

8. In addition, in case, the bail applicant-petitioner re-indulges in criminal activities, thereupon, it is open to the investigating officer concerned to forthwith arrest the bail applicant-petitioner, and, thereafter to produce him before the learned Magistrate concerned, for the latter making an order for his being put to judicial custody.

9. The afore observations are meant only for the disposal of the present petition, and, shall not affect the merits of the trial arising from the FIR (supra).

10. All the pending application(s), are also stand(s) disposed of.

(SURESHWAR THAKUR)
JUDGE

July 27, 2022
Gurpreet

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