

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH**CRM-M-59168-2022 (O & M)****Date of decision: 22.12.2022**

Rukhsana Khatoon and anr.

.... Petitioner

V/s

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Anil Kumar Spehia, Advocate, for the petitioners.

Mr. Kanwar Sanjiv Kumar, AAG, Haryana.

Mr. Amarjeet Singh Prajapati, Advocate,
for the complainant.

JASJIT SINGH BEDI, J. (Oral)

The prayer in the present petition under Section 439 Cr.P.C. is for the grant of regular bail to the petitioners in case FIR No.210 dated 07.05.2022 under Sections 406, 420, 506 IPC and Section 201/34 IPC (added later on) registered at Police Station Sonipat Sadar, District Sonipat.

2. The brief facts of the case are that the complainant Hariom Lakra filed an application against Ayan Malik (petitioner No.2), Kuldeep, Miss Kaynaat Hasani and Rukhsana Khatoon (petitioner No.1). He stated that on 26.02.2021, he had met Kuldeep, who took a sum of Rs.45,000/- from him to provide him a job as a Data Entry Operator on a salary of Rs.18,000/- p.m. He (complainant) worked for a period of two months but was not given any salary. He (complainant) asked Kuldeep for the return of his security deposit and salary of Rs.18,000/- but neither the security deposit

money was with one Ayan Malik. Thereafter, he (complainant) spoke to Ayan Malik on a conference call, who stated that he had received only Rs.12,000/- and the rest of the money was with Kuldeep. Kuldeep returned Rs.35,000/- to him (complainant) but did not return the remaining amount of Rs.46,000/-. Thereafter, in June, he (complainant) received a call from Ayan Malik, who stated that he could provide him (complainant) a job with the Indigo company at the airport. For the said purpose, he (complainant) was to take a laptop worth Rs.96,000/- which was to be deposited with the company. He paid the said amount to Ayan Malik but no laptop was provided. Thereafter, Ayan Malik promised him a job with the Air India on the post of a Senior Manager in H.R. For the said purpose, he was made to meet Ms. Kaynaat Hasani who stated that she was the head of the Department and that he (complainant) would have to pay Rs.7,50,000/- in advance. Pursuant to the said offer, he (complainant) got deposited a sum of Rs.15,00,000/- in the account of Rukhsana Khatoon in the month of September by UPI. On 09.10.2021, Kaynaat Hasani called him (complainant), showed him a P.G. room and asked him to work from there. He (complainant) stayed there for two months and worked on his laptop and he got one month's salary of Rs.40,605/- from Ayan Malik's account. Thereafter, Ayaan Malik, promised him that he could get job for two more persons. He (complainant) took the names of his wife-Deepika and his wife's relative Anil Kumar. For this purpose, Rs. 15,00,000/- was taken by Ayan Malik and a sum of Rs.30,38,845/- was transferred from his (complainant's) and his wife's (Deepika's) account in the account of Rukhsana Khatoon and a further sum of Rs.60,000/- was deposited from his friend's account to Rukhsana's account. Thereafter, no joining letter was provided to Deepika and Anil Kumar. A further demand of Rs.10,00,000/-

was raised by Ayan Malik which he (complainant) paid in cash. When no steps were taken by the accused for providing him a job, he (complainant) asked for the return of his money but to no avail. On the contrary, he (complainant) was threatened. Thus, legal action was sought.

Based on the aforementioned allegation, the present FIR came to be registered.

3. The learned counsel for the petitioners contends that a co-accused of the petitioners has been granted bail by this Court vide order dated 12.12.2022 passed in CRM-M-56912-2022 on the basis of a compromise between the parties. Even otherwise, a report under Section 173 Cr.P.C. stands filed and none of the 16 prosecution witness has been examined so far. Since the petitioners are in custody since 13.08.2022 and a compromise has been effected between the parties as is borne out from Annexure P-2, the further incarceration of the petitioners is not required.

4. The learned counsel for the complainant admits the factum of a compromise having been effected between the parties and states that the complainant has no objection if the concession of bail is granted to the petitioners.

5. The learned counsel for the State contends that the seriousness of the allegations do not entitle the petitioners to the grant of bail. He, however, does not dispute the fact that a compromise has taken place between the parties as also the period of custody undergone by the petitioners and the stage of Trial.

6. I have heard the learned counsel for the parties.

7. As per the arguments of the learned counsel for the petitioners, a compromise has been effected between the parties. The factum of a

complainant as well as the State. In this view of the matter, the further incarceration of the petitioners is not required.

8. Thus, without commenting upon the merits of the case, the present petition is allowed and the petitioner No.1-Rukhsana Khatoon and petitioner No.2-Ghulam Rabbani @ Ayan Malik, are ordered to be released on bail to the satisfaction of the Trial Court/Duty Magistrate concerned.

(JASJIT SINGH BEDI)
JUDGE

December 22, 2022
sukhpreet

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No