



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-32779-2024
DECIDED ON: 11.12.2024

HARPREET KAUR ALIAS HARPREET SHARMA
.....PETITIONER

VERSUS

STATE OF PUNJAB
.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Ms. Monita Mehta, Advocate
for the petitioner.

Mr. Jaspal Singh Guru, AAG, Punjab.

Mr. Bikramjeet Singh Jatana, Advocate and
Ms. Janmeet Kaur Jatana, Advocate
for the complainant.

SANDEEP MOUDGIL, J (ORAL)

1. Relief sought

The jurisdiction of this Court has been invoked under Section 438 Cr.P.C. for grant of anticipatory bail to the petitioner in FIR No.86, dated 14.06.2024, under Section 420 IPC, registered at Police Station Sardulgarh, District Mansa.

2. Prosecution story setup in the present case as per the version in the FIR as under:-

“Copy of Complaint, Complaint Number 182-5-590/P.S Dated 14.06.2024, Number 03/CS Dated 02.03.2024, To the Hon'ble DSP Sahib, Sardulgarh. Subject:- Complaint against 1. Munish Sharma son of Sudesh Sharma, 2. Harpreet Sharma wife of Munish Sharma, 3. Sudesh

Sharma son of unknown resident of Village Nangal Shaheedan, Tehsil and District Hoshiarpur (Punjab) regarding fraud by them. Sir, request is that | Varinder Kumar son of Ramesh Kumar am resident of Ward No. 4 Sardulgarh, Tehsil Sardulgarh, District Mansa and request as follows that: 1. That I am the proprietor/owner of the firm (shop) Agarwal Plywood & Hardware Store at Sardulgarh. My said firm (shop) is located near Sirsa-Mansa Road. 2. That accused met me with my friend in May 2023 at Rajpura District Patiala. Where accused Munish Sharma told me that he does trading in Dubai and takes funds from people and trades on them and doubles the amount in 12 months. Munish Sharma said that my wife Harpreet Sharma and my father Sudesh Sharma look after the work in India and I look after all the work in Dubai. After this, Munish Sharma gave me the Dubai number and took my number from me. 3. That after this Munish Sharma kept talking to me on the phone and asking me to invest. He told me that he has office at Maatrix Capital Ltd at Suthers Road, Hoshiarpur (Pb), which my wife looks after. He said that I will make a proper agreement with you and also give my company's cheques. 4. That after this I told Munish that I have only 10 lakh rupees to invest, then Munish said that 10 lakh rupees will not give you a good return, you should invest at least 40 lakh rupees. I got influenced by their talk. I took 24 lakh rupees from a friend of mine and told the above mentioned accused Munish Sharma that I have 34 lakh rupees, so he sent me the account number of his company when I told him to enter into an agreement first. So Munish Sharma told me that he has gone out somewhere for very important work. Munish said that I and my wife and my father will come to you on 11th June 2023 in Sardulgarh and will enter into the agreement before 11th June. I believed him and on dated 05-06 2023 transferred 20 lakh rupees in the account of his company Maatrix Capital Limited. 5. That after transferring the above said

amount, I got a call from above said Munish Sharma that you had 34 lakh rupees, so I said that on the day we will enter into an agreement I will pay Rs 14 lakh in cash and he said ok. 6. That after this on 09-06- 2023 the said accused Munish Sharma and his father Sudesh Sharma came to me at my shop in Sardulgarh and said that you should pay the amount to us today and we will enter into the agreement today so I told accused that my payment will come on date 11-06-2023 in the morning then I will give you this 14 lakh rupees in cash. So accused Munish Sharma started telling me that it is fine today we enter into an agreement, the said amount will be collected by me and my wife on 11-06-2023. Then | with accused Munish Sharma and Sudesh Sharma went to Sardulgarh Court to procure stamp to prepare an Agreement in Sardulgarh Court. In Sardulgarh Court, Munish Sharma purchased stamp in the name of his firm and accused entered into an agreement with me on 09-06-2023 and we came back to the shop. 7. That when I came to the shop and read the agreement, instead of Rs. 34 lakhs, Rs. 24 lakhs were written, so I told Munish Sharma that there is Rs.24 lakhs is written and he said a clerical mistake has been made by him, I will make another agreement of 10 lakh rupees next time. Then accused left my shop. 8. That then on 11- 09-2023 the accused Munish Sharma and his wife Harpreet Sharma came to me to take the said 14 lakh rupees, so I told accused that we will correct the agreement, then accused started saying that today is Sunday, due to which the court is closed today and stamp will not be available and the accused Munish Sharma said that I will give you the agreement whenever I come next time. Then I counted 14 lakh rupees in cash and gave it to accused Munish Sharma and accused Harpreet Sharma, who counted the money and put it in the bag held by accused Harpreet Sharma and accused left my shop. 9. That later he credited 2-3 installments with great difficulty, according to the month

and later also reduced to attend my phone. I continuously kept calling him and his wife. But no answer was coming. Then I suspected accused that accused was playing some game with me. 10. That then at the end of November 2023, I called accused who picked up my phone and started saying that my phone was lost and he did not know, I will return the money to you by 10-12- 2023. I told him that I have taken 24 lakh rupees from someone, you please return my money soon, then above said accused Munish said that I will credit the money in your account by 10-12- 2023. 11. That till date 10-12-2023 I have not received the money from accused side. Then on 19-12-2023 I got a phone call of Harpreet Sharma, wife of accused Munish Sharma who said that tomorrow on 20-12-2023 come and take your money from our house which is in district Hoshiarpur. On 20.12.2023, I left for Hoshiarpur with my friend in the morning. I had just reached Raikot when accused Munish called me that my wife has gone out for some important work, you wait for 2 days, I will credit the payment to your account. 12. That again on 22-12-2023 I kept calling the accused, but no response came. On 26-12-2023 I called on his Dubai number so he picked up my phone, I requested him not to do this, return my money, then he flatly refused and said that I will not give the money and he told me that I have taken crores of rupees from many other people who are around Jalandhar, Nawanshahr, I don't give anything to anyone, my job is to commit fraud, which has happened to you too, now do anything, I will not return the money, my wife and I will soon shift to Dubai permanently and hung up the phone. 13. That the said accused has cheated me of 34 lakh rupees by taking me into his confidence. Due to which I have suffered a lot of mental and financial loss. Therefore, by submitting the complaint, it is requested that a case be registered against the said accused under the relevant sections and that the fraudulent amount of Rs. 34

lakh may kindly be taken from the accused and returned back to me.”

3. **Contention**

On behalf of the petitioner

Learned counsel for the petitioner contends that the entire amount in dispute stands paid to the complainant i.e. Rs.34 lacs.

On behalf of the complainant

Learned counsel for the complainant would also submit to the same effect and has not opposed to the concession sought by the petitioner in the instant petition i.e. anticipatory bail under Section 438 Cr.P.C.

On behalf of the State

Learned State Counsel appearing on advance notice, also has no objection in case the anticipatory bail is granted to the petitioner.

4. **Analysis**

In the light of above, this Court has no reason to decline the present petition in any manner whatsoever as outrightly the prayer of the petitioner in the present petition stands conceded by the State as well as the complainant.

5. **Decision**

Hence, the petitioner is directed to be released on anticipatory bail subject to her joining investigation with the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to his satisfaction. The petitioner shall also abide by the terms and conditions as envisaged under Section 438(2) of Cr.P.C which are reproduced below :-

- (i) a condition that the person shall make himself available for interrogation by a police officer as and when required;*
- (ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;*
- (iii) a condition that the person shall not leave India without the previous permission of the Court;*
- (iv) such other condition as may be imposed under sub-section (3) of Section 437, as if the bail were granted under that section.*

However, it is made clear that in case the petitioner does not comply with the aforesaid direction of joining the investigation within a period of one week, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

11.12.2024

Poonam Negi

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No