

2024:PHHC:156573



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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-59116-2024
DECIDED ON: 27.11.2024

SANDEEP GIR

.....PETITIONER

VERSUS

STATE OF PUNJAB

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. L.M. Gulati, Advocate
for the petitioner.

SANDEEP MOUDGIL, J (ORAL)

1. Relief sought

The jurisdiction of this Court has been invoked under Section 482 BNSS, 2023 for grant of anticipatory bail to the petitioner in FIR No.85, dated 17.10.2024, under Sections 406 and 420 of IPC, 1860, registered at Police Station Julkan, District Patiala (Annexure P-1).

2. The brief facts of the case as per the version in the FIR as under:-

“As per the contents of the FIR, the present case has been registered against the petitioner and others on the application moved by the complainant Prem Singh to the SSP Patiala. He has stated in the application that Sandeep Gir and Kuldeep Singh told him that they are doing the business of sending the persons abroad, under the name at style of M/s Jai Maa Trading Company at Pehowa and their friend Surinder Singh is owner of the same. On 16.1.2024 complainant alongwith Sandeep Gir

went to Pehowa and met with Kuldeep and Khushi Ram and showed his intention to go to Australia. Surinder Singh, owner, was also present there at that time. Sandeep Gir assured the complainant that they will send him Australia soon and demanded Rs. 23 lacs from him. Accordingly, on 16.1.2024 complainant paid Rs.3 lacs to Khushi Ram in the presence of Sandeep Gir and Kuldeep Singh. On 22.2.2024 Sandeep Gir asked him to transfer Rs.14 lacs in the account of Khushi Ram and as such, brother of the complainant, namely, Zora Singh, transferred the said amount in his account and thereafter, Khushi Ram issued receipt for the same on the letter head of their firm. The accused persons further assured the complainant to send him to Australia upto 31.3.2024. On 27.3.2024 Sandeep Gir called the complainant and one more person, namely, Eknoor singh, to Delhi on the pretext of sending them to Australia and they were stayed in Hotel Gross Stay, Mahipalpur, Delhi, from 27.3.2024 till 12.4.2024. One companion of Sandeep Gir, namely, Sanju Chaudhary, gave visa and other documents to the complainant, stating that his visa for Australia has been arranged for three years and demanded Rs.3 lacs for booking of ticket and the remaining amount was to be paid on reaching Australia. Thereafter, Zora Singh, Kuldeep Singh and Gurtej Singh paid Rs. 3 lacs to wife of Surinder Singh, as per his asking. On 12.4.2024 Sanju Chaudhary told the complainant that his visa has been cancelled, on which the complainant returned home and tried to contact the accused persons, but they did not attend his calls. On 26.4.2024 complainant alongwith Kuldeep Singh, Gurtej Singh and Zora Singh meet Khushi Ram at his house and demanded the money back, he did not return the amount, rather extended threats to them. Thus, the accused persons had cheated him to the tune of about Rs.20 lacs. Accordingly, the complainant prayed for taking action against the accused persons.”

3. **Contention**

On behalf of the petitioner

Learned counsel for the petitioner submits that the alleged dispute has arisen out of a contractual obligation and the basic essence of Sections 406 & 420 of IPC are not made out. He further submits that no recovery is to be effected from the possession of the petitioner.

Notice of motion.

On behalf of the State

On the asking of Court, Mr. Rubal Pawar, AAG Punjab, accepts notice on behalf of respondent/State and on instructions from ASI Karam Chand fairly submits that an amount of Rs.3 lac is to be recovered from the possession of co-accused namely Khushi Ram.

4. **Analysis**

Be that as it may, having given a considerable thought to the aforesaid submissions made by learned counsel for respective parties, no incriminating material is available with the prosecution to connect the petitioner with the alleged commissioning of offence; nothing is to be recovered from his possession, this petition deserves to be allowed.

In the light of above, this Court finds no reason to deny the petitioner the concession of anticipatory bail wherein the petitioner have bona fide intentions and is ready and willing to join the investigation and cooperate for furtherance of the same so that the final report can be submitted by the Investigating Agency in time.

5. Decision

Hence, the petitioner is directed to be released on anticipatory bail subject to his 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 482(2) of BNSS, which are reproduced below:-

‘When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such directions in the light of the facts of the particular case, as it may think fit, including-

- (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 480, 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

27.11.2024

Meenu

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