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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CRM-M-64485-2023
Date of decision : 05.02.2024

Gaurav Chhabra Petitioner

versus

State of Punjab Respondent

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. Priyanshu Kamra, Advocate
for the petitioner.

Mr. Iqbal Singh Mann, DAG, Punjab.

PANKAJ JAIN, J. (Oral)

1. Present petition has been filed under Section 439 Cr.P.C. for grant of regular bail to the petitioner in case bearing FIR No.217 dated 28.12.2018, registered for the offences punishable under Sections 420 and 120-B of IPC at Police Station City-1, Abohar.
2. As per the allegations levelled in the FIR, it has been alleged as under:-

“Complaint No. 1893- SPL-PC Dated 07.12.2018 to the Senior Superintendent of Police Disst. Fazilka Sub. Complaint against M/s nature heights INFRA.LTD regd office street no. 9 Sunder Nagri, Hunumangarh road Abohar Punjab as well as it's managing director namely Neeraj Kumar Arora, Director namely Gaurav Chhabra and Bolly Arora, authorized signatory namely Dropti Rani agent/ employees namely Abhishek who all in a preplanned manner with the collusion of each other

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only with motive to cheat the complainants namely, Pankaj kumar Jain and Sachin Jain to the tune of 10,00,000/- (ten lakh only) by inducing them to purchase the land from the company and earn the rentals by let out the same to the company. Sir it is respectfully submitted as under-1. That the complainants is the law abiding citizen who is the senior citizen and the permanent resident of H.NO.275B, Srinagar, Shakur basti gali no. 5 Delhi 110034 2. That the abovesaid person namely Abhishek, who is in the relation of the complainants namely Hans Kumar Jain introduced him before the complainants as the employees/agent/ trusted partner of the above said company, by stating that his company is Punjab based, having its regd. Office in Punjab mentioned above and he proposed the complainants, that his above said company earned the good reputation and goodwill in market and now his company earned the good reputation and the so many schemes for the general public through India so that Public/ people could earned the handsome amounts being the trusted partner of company by Investing their amount under the head of different scheme and he exclusively has been appointed by the company for the exclusive regions of Haryana and Delhi where on behalf of the company he could introduce the scheme of the company among the general public and so that the intended person could invest in as well as on behalf of the company and earn the good profits. 3 The complainants as narrated above is in relation of Abhishekh because he is was the real son of brother-in-law of the complaint's (Hans Kumar Jain) father in law whose name is Hans Kumar Jain

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who has also given the complaints and he has also assure to the complainants that he was good acquaintance with the Directors and Managing Directors of the company because he has been working with him being trusted partner/ agent/ employee and he would be responsible for the amount which the complaint would invest in the company. He also assure that prior to investing the amount in the company by the complaint he also would have arranged the meeting with the Directors and Managing Directors of the company. 4. That thereafter the complainants namely Hans Kumar Jain and his son in law along with his brother (Pankaj Kumar and Sachin Jain) have visited to the redg. Office of the company as per the instruction Abhishek where during the meeting the Managing Director as well as the Directors of the Company alongwith Abhishek, have induced the complainants by stating that on the one hand of the complaint by stating that on the one hand of the complainant would become the owner of the property/land/ plot of one acre by investing only the rupees 10,00,000/- (Rupees ten lakh only) which is the lowest rate in regard to the land of one acre and on the other hand the company would take their land for five years on lease and in lieu of that the company would pay the monthly rental to the complainants to the tune of Rs. 12,500 (Rs. Twelve thousand and five hundred only) therefore like this manner the complainant would become the owner of the said land by paying the lowest rate of Rs. 1000000 of land because this land i.e. one acre land, was not available to the tune of Rs 1000000/- in the market and beside that the complainants

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would earn with the company by the complainants.

5 The company has assured the complainants that if the complainants want to sell their land after the period of five year then it would be the choice of the complainants that the complainants can sell their plot in the open market to anyone or on the other hand of the complainants would not want to sell in the open market then they can sell their plot back to the company and the company would purchase the same as per the market value. 6. The above said persons of the company along with Abhishekh has also assured to the complainants that these deal would be done on papers because the company after receiving the amount from the complainants through cheques would issue the receipts and there after the company would execute the agreement to sell in favor of the complainants in their favour in which the above said terms would be mentioned. 7. the company has also assured that they would issue the cheque of rentals in favor of the complainants for period of three months and to secure the amount of the complainants they would issue the post Dated cheques of Rs. 10,00,000/- to the complainants so that if the land would be decrease after the five years then the complainants are legally entitled to recover their amount of Rs. 10,00,000/- from the company. 8 That of course the complainants are/were the educated persons but these sort of the assurances and promises as given by the company through their Directors, managing Director along with trusted partner namely Abhishekh on papers in from if receipts Agreement to sell, lease deed. Post Dated cheques of rental and Post Dated cheque in regard to secure the amount

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are/where enough to cheat any educated persons like complainants therefore they have issued the two separated cheques of 500000/- from their separate accounts of Hans Kumar Jain which had been encashed in favor of the company. Therefore to show the said Amount the complainants have annexed their statement of accounts along with the complaint. 9. That the company had also issued the receipt and the one agreement for sale has been prepared which has been got executed in favor of the complainant and thereafter one lease agreement has been prepared and executed by company, which papers have been supplied by the Abhishek to the complainants thereafter, therefore the copies of the receipt, agreement for sell and lease deed, have also been annexed along with this complaint. 10. That thereafter the company through the Abhishek has also delivered the security cheques of Rs. 5,00,000/- (five lakh only) each in the name of the complainants i.e. Hans Kumar Jain of dated 06.10.2018 and 09.10.2018 respectively for securing the amount of Rs. 10,00,000/- of the complainants and thereafter the company has started to issue the cheques of rental against the complainants land in the name of the complainants after every three months which have been encashed in the complainants account but thereafter the cheques of February 2016 and May 2016, August 2016 and Oct 2016 in the name of the complainants namely Hans Kumar Jain in regard to rentals could not be encashed in the complainants account when the same have been presented by them. 11. That therefore the complainants by their best attempt have contacted to he company Directors, Managing

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Directors, other official as well as Abhishek by making the telephone call as well as having the first to regd. Office of the company and the complainants also visited to house of Abhishek on so many occasion but their conducts and behavior have been completely changed against the complainants because initially they all were giving false excuses through promises and assurance that cheques of February 2016 would definitely be encashed with the cheques of May 2016 but after presenting the above said cheques of February 2016 and may 2016 Aug 2016 Oct 2016 and also 2 cheques of Oct 2018 of Rs five lakh each respectively before their bankers by the complainants on the instructions and assurance of the company when the cheques have been dishonored, the complainants have tired a lot to contact the above said person of the company, but they did not meet and the employees who were present in the regd. Office of the company did not give any satisfactory response to the complaints 12. that therefore after the complainants has tired the search their lands but their best attempts they could not get to locate the same. 13. That the complainants has also contacted to Abhishek but the blunty refused by stating that is not he is not concerned with the company therefore he is responsible and the complainants were to surprised to see the conduct and the behavior of Abhishek then it is revealed to the complainants that the company has digested the amount of so many person I name of these deal of investment by preparation and execution of the so called paper in the name of deals which the complainants has annexed here in.

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14. That the company through its managing director, Director, Authorized signatory, them by gaining wrongfully through given the execution of so called document as well as by issuing the cheques in the name of the complainants, therefore the company through its managing, director, Directors, officials, Authorized signatories, along with Abhishekh in a very pre-planned manner have committed the offence of cheating, perjury, entrustment of property by making the false and forget documents hence they are liable for prosecution U/s 406,420,467,468,471/34 of IPC R/W 120-B IPC. It is therefore prayed that the criminal case may please be register against the company, its managing Director its Director its authorized signatory, its official along with Abhishekh. Complainants Sd/- Hans Kumar Jain. xxxxxxxx”

3. Counsel for the petitioner submits that the petitioner was though shown as Director, but was on the parole of the company getting 17,500/- salary per month. He further submits that out of the total amount not even a single penny has travelled to the account of the petitioner. Though the petitioner is behind bars since 06.08.2022, however the custody is being counted qua other cases as the petitioner has been arraigned as accused in number of cases only on account of being employee of the company.

4. State counsel, on instructions from ASI Sukhwinder Singh, submits that the petitioner was responsible for day to day affairs of the company being Director and thus does not deserve concession of regular bail. However, he admits that nothing has travelled to the

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account of the petitioner.

5. Challan stands presented. Out of 24 cited witnesses, 12 already stands examined. It being the magisterial trial, this Court thus finds it appropriate to admit the present petitioner to bail.
6. Consequently, the present petition is allowed. Petitioner is ordered to be released on regular bail on his furnishing bail/surety bonds to the satisfaction of the Ld. Trial Court/Duty Magistrate, concerned.
7. Needless to say nothing recorded herein shall be construed to be an expression of an opinion on the merits of the case.

(PANKAJ JAIN)
JUDGE

05.02.2024
Dinesh

Whether speaking/reasoned :	Yes
Whether Reportable :	No