**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH**

**CRM-M No.60480 of 2024**
Date of decision: 3rd December, 2024

Sanjeev Rana
… Petitioner

Versus

State of Punjab
… Respondent

**CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL**

Present: Mr. Jagjeet Singh, Advocate for the petitioner.

**MANJARI NEHRU KAUL, J.**

1. The petitioner is seeking the concession of bail under Section 482 of BNSS in case FIR No.0168 dated 27.08.2024 under Sections 420, 120-B of the IPC registered at Police Station Focal Point, District Ludhiana.

2. Learned counsel for the petitioner contends, that the petitioner has been falsely implicated in the present case, along with other co-accused, for allegedly committing offences related to the fraudulent installation of ATM machines. Drawing the attention of this Court to the allegations levelled in the FIR, annexed as Annexure P-1, learned counsel asserts that the false implication of the petitioner is evident from the fact that no specific role has been attributed to him nor has any monetary transaction been made between the petitioner and the complainant.

3. It is further submitted by the learned counsel that the complainant, in the initial complaint made to the police, did not level any allegations of monetary transactions against the petitioner, nor did the complainant name him as an accused. Learned counsel has also highlighted that a detailed inquiry was conducted by the Commissioner of Police, Economic Crime, Ludhiana, prior to the registration of the FIR. During this inquiry, the petitioner duly participated in the proceedings, yet no incriminating material evidence surfaced against him.

4. In these circumstances, learned counsel submits that the custodial interrogation of the petitioner would serve no useful purpose and, therefore, a prayer has been made to extend the concession of anticipatory bail.

5. On a specific query posed by the Court as to whether the petitioner is involved in any other case, learned counsel has responded in the negative.

6. I have heard learned counsel for the petitioner and perused the relevant material on record.

7. Before proceeding further, it is pertinent to refer to the contents of the FIR (Annexure P-1), which are as follows:

> *"This time recorded that after investigation and as per order of Hon'ble Commissioner Police Ludhiana a complaint PGD No. 217417/214561 dated 18.08.2024 by Antarpreet Kaur wife of Kuljit Singh resident of house no. 1237 near Dhuri Line Azad Nagar Abdulapur Basti*

*Ludhiana + complaint PGD No. 219372/216582 dated 22.08.2024 by Hkumat Rai and complaint no. PGD No. 217168/214267 dated 18.08.2024 by Sunita Kataria against agent Ajay Sharma son of Paras Nath Sharma resident of house no. 120, Mall Road, Street Mata Jawalamukhi Mandir, Ward No. 52 Civil Line Ludhiana, agent* ***Sanjeev Rana*** *son of late Sh. Karanpal Singh resident of House No. 01 Saipuram Banjaryawala Dehradun (Uttrakhand) and Director of Vasu Merchants Pvt. Ltd. Company namely Mirza Ibrar Baig resident of 109 Shiv Bihar Kurala Rohini Delhi received in the police station through post for registration of case under Section 420, 120 IPC. That the brief fact of the complaint PGD No. 217417/214561 dated 18.08.2024 by Anantpreet Kaur is that:- To the Police Commissionerate Ludhiana, Sub: Application for taking legal action against accused agent Ajay Sharma son of Paras Nath Sharma H. No. 120, Mall Road, Street Mata Jawalamukhi Mandir, Ward No. 52, Civil Line Ludhiana and for registration of criminal case for U/s 420/467/468/471/120-B IPC for cheating, misappropriating and forging the documents. Sir it is submitted as under:- 1 that applicant is innocent lady and residing at H.No. 1237, New, Dhuri Line, Azad Nagar, Ludhiana for the last so many years peacefully. 2. That the above said Ajay Sharma who is known to the husband of the applicant. In the month of February 2020, he approached the husband of the applicant and represented that he has link with the VASU Merchant Pvt. Ltd. Company registered office at 507, Crown Heights Building, Sector-10, Rohini, Delhi 110085, who has a need of accommodation for the use and occupation for installation of the ATM and requested to grant lease of the ground floor* *of the above said building measuring about 72 sq. yds. to the company for the period of 7 years and the monthly rent Rs. 18,500/-+ electricity actual bill company will be provided to applicant. The husband of the applicant died in the period of July 2020 and after death of the husband the applicant the accused Sharma again and again approached the applicant at her residential address. Relying upon the representation of the above said accused Ajay Sharma the applicant agreed to enter into the agreement and lease out his property to the company. The above said accused Ajay Sharma received 7,50,000/- by cheque no. 461583 of Punjab and Sind Bank as security from the applicant and represent that this amount will be count with FDR in the name of the applicant for the period of 6 years. it was agreed that as per the RBI guidelines company will give 0.8% annual rate of interest of maturity amount of Rs. 6,00,000/- to the applicant. He also agreed that company will give 5% increase in the rent year on present rent amount to the applicant. The lock in period is 7 years for the shop address above mentioned approved to install ATM. It was also agreed that the service charges is Rs.1,50,000/- for ATM installation which will be adjusted in above amount paid of Rs.7,50,000/- by the applicant. 3. That the applicant as per representation of the above said accused repair and renovated premises required for ATM, outside glass door, flooring and white wash as per specification given by the above said accused and completed entire work to hand over the possession to the company before 30 days. Electrical point was also provided by the applicant so as to suit the needs of the company represent by Ajay Sharma accused. 4. That after receiving the amount of Rs. 7,50,000/- from the applicant* *above said accused Ajay Sharma handed over one agreement signed by unknown person alleging signed by the Director by the company and also handed over certificate of PDFC NIDHI Limited, WB- 4B, 4th Floor, Nangli Jalib, Janakpuri East, New Delhi-110058, alleging to the FDR for the period of 72 months. After that the above said accused Ajay Sharma the and the company never received the possession of the lease property as agreed after giving false representation and violated terms and conditions as mentioned in the agreement 27.01.2021. 5. That the applicant various times approached the above said accused Ajay Sharma to take the possession the lease property as agreed to install ATM by the above said Pvt. Ltd. The above said person lingering on the matter and put to the applicant to one pretext to the others. 6. That the applicant then become the suspicious and enquired the matter and it transpired that the above said accused Ajay Sharma has cheated the applicant and have a forged documents i.e Agreement, Certificate of FDR. The applicant visited Delhi address given in the agreement to verify the document and came to know that no such company existed in the name of Vasu Marchant Pvt. Limited and the PDFC NIDHI Ltd. Then the applicant also company on net i.e. Google and no such company is existing. 7. That from above said facts it is clear that the above said Ajay Sharma misrepresented the applicant and received the amount to cheat the applicant. The intention of the above said person to cheat the applicant was from the beginning. He also forged the agreement well as certificate of PDFC. The photo copy of agreement and FDR are attached herewith. 8. That the above said accused have cheated the applicant and also misappropriated his funds* *i.e. Rs. 7,50,000/- and forged the documents and as such, he has committed criminal offence u/s 420/467/468/ 471/120-B IPC. The applicant has no alternative except to approach to your goodself for justice and to get the proper justice every person has right to put his grievance before your goodself. It is, therefore, prayed, in the interest of justice that legal action against accused Ajay Sharma may kindly be taken and criminal case u/s 420/467/471/120-B IPC for cheating, misappropriating the funds of the applicant and forging the documents may kindly be registered. He be got punished according to law and proper justice to be given to the applicant. Applicant Sd."*

8. Upon a prima facie examination of the allegations levelled in the FIR, it is evident that specific and serious allegations have been levelled against all the accused including the petitioner. Along with the co-accused, the petitioner allegedly misrepresented themselves as agents of a Company that was subsequently discovered to be fictitious. The accused including the petitioner allegedly induced the complainant and others to part with substantial sums of money under the pretext of installing ATM machines on their premises.

9. Furthermore, a perusal of the FIR and the other material on record reveals that two additional complainants namely Hakumat Rai and Sunita Kataria, have filed complaints of similar nature against the petitioner, further corroborating the allegations.

10. In view of the gravity of the allegations levelled against the petitioner, this Court does not deem it fit to extend the extraordinary concession of anticipatory bail to the petitioner. The petition stands

dismissed. However, it is made clear that anything observed hereinabove shall not be construed to be an expression of opinion on the merits of the case.

**(MANJARI NEHRU KAUL)**
**JUDGE**

**December 3, 2024**
*rps*

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