2024:PHHC:164618

152 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-61934-2024
DECIDED ON: 10.12.2024

SHAVI VERMA

.....PETITIONER

VERSUS

STATE OF HARYANA

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL.

Present: Mr. Gaurav Bhayyia Gilhotra, Advocate
for the petitioner.

Mr. Surender Singh Pannu, Addl. AG, Haryana.

Mr. Govind Rishi, Advocate
for the complainant (through VC).

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SANDEEP MOUDGIL, J

1. ***Relief Sought***:-

The jurisdiction of this Court under Section 482 of BNSS, 2023 has been invoked 2nd time for the grant of anticipatory bail to the petitioner in case FIR No. 218, dated 15.05.2024, under Sections 420, 465, 467, 471 and 120-B IPC, registered at Police Station Palam Vihar, Gurugram.

2. ***Facts:-***

"Complaint against Mr. Suresh Yadva R/o 41 Madhya Marg, Gurugram DLF Phase-2 and Mr. Shavi Verma R/o 304/178 Motiaz Apartment, Zirakpur, Punjab by Dr. Himanshu Gupta and Dr. Vaibhav Bhola for cheating, Fraud, Criminal Intimidation and Fabricating Documents for defrauding for an amount of INR 35 Lakh. Respected- Sir, I undersigned am a qualified doctor by profession and a director cum authorized representative running a hospital under the name and style of Nivaran Multispecialty

Hospital under the M/s Nivaran Pain Releif Center Private Limited at Plot No. 13 Noble Enclave, Opp Maruti Udhyog, Old Delhi Gurgaon Road, Sec-23A, Gurgaon 122017. We have been wanting to expand our business operations for quite some time, for which we were seeking to raise fund via debt or Equity in the name of our Company. Pursuant to our expansion plans we were approached by a man named Mr. Suresh Yadav in the month of December 2023, who committed to us that he can get a loan facilitated at very nominal or no interest in the form of External Commercial Borrowings from foreign entities. Mr. Suresh Yadav made us interact with a person named Mr. Shavi Verma, who is a resident of Zirakpur, Punjab. Post having a telephonic conversation with Mr. Shavi Verma we went to his office in Zirakpur Punjab, where he committed to us that he will facilitate the loan from foreign entities and initiated the process for which he sought an initial payment of INR 35 lac in cash, and balance 10% of the loan amount shall be payable to him once he gets the loan disbursed and is reflecting in our bank account. We were allured by the offer and told him that we shall organize the initial fee by borrowing the funds from friends and family. Mr. Suresh being the intermediary we arranged the money and handed over an amount of INR 35 Lac in cash to Mr. Suresh, and took a cheque from him as a security who promised that he or Mr. Shavi Verma would return the money in case the loan is not sanctioned or disbursed in our account. Thereafter we continued to interact with Mr. Shavi and Mr. Suresh on regular basis, Mr. Shavi after a few days of interaction, including Mr. Suresh visiting our Hospital at Nivaran Multi Speciality at Plot No. 13 Noble Enclave, Opp Maruti Udhyog, Old Delhi Gurgaon Road, Sec- 23A, Gurgaon 122017, to understand the expansion plans. There after he asked and we provided him with our company profile and balance sheets for further processes in hard copies that were delivered to Mr. Shavi in Chandigarh. After few days Mr. Shavi informed that our loan is being sanctioned by a United Kingdom based company called

Bargains4you Ltd having, we checked the Website and other statutory documents that were available on the internet and found them to be legitimate. It is at that time when Mr. Shavi asked us to pay INR 35 lac to Mr. Suresh, however we handed over the amount to Mr. Suresh at our Hospital i.e. Nivaran Multi Speciality Hospital at Plot No. 13 Noble Enclave, Opp Maruti Udhyog, Old Delhi Gurgaon Road, Sec-23A, Gurgaon 122017 and he signed a Loan letter acknowledging that he has taken a loan from us and shall return the amount, against which he handed over a cheque to us of his Proprietorship firm for the said amount. Mr. Suresh upon receiving the amount traveled to Chandigarh and stayed with his accomplice Mr. Shavi for over 10 days claiming that he along with Mr. Shavi are getting the work done. On 26th day of Feb'2024 we were informed by Mr. Suresh and Mr, Shavi that our loan has been sanctioned and we were asked to upload all the documents again to an e-mail id provided by Mr. Shavi Verma i.e. bruneswealth@mail.uk. We happen to upload all the expansion documents along with Company Documents on the said mail id with a doubt as to why is Mr. Shavi Verma is asking us to load the documents to a mail id other than that of M/s bargains4you Limited. Mr. Shavi Verma assured us that Mr. Shavi Verma assured us that the mail provided i.e. brunes wealth is a consultant firm handling all processes for Bargains4you. Soon after on 27 Feb 2024 we received a loan agreement from Brunes Wealth which we signed and returned it back to them (copy attached). Within a span of 24 hours of uploading the Loan Agreement we received a mail containing the SWIFT Copy from a DEUTSCHE BANK (Germany), confirming the processing of Payment to us. Upon receiving Copy of SWIFT Mr. Shavi started to call for his balance payment, to which we informed him that we shall make the payment only after the amount is reflecting in our bank to which Mr. Verma started to abuse us for non-commitments and threatened us with dire consequences in case, we do not pay his balance amount. We approached our bankers i.e. IDFC bank limited along with the

Copy of SWIFT to confirm, if the amount has been received in our bank. However, to our utter surprise the amount was not reflecting in our bank account and our bankers informed us that they cannot trace the SWIFT code, and requested us to approach the remitter to reconfirm the details of remittance. We again called Mr. Shavi who he started to yell at us, claiming that our bankers are telling a lie and we are only creating an excuse to evade from giving the balance amount to Mr. Shavi as committed and threatened us over the phone in case his payment is not released immediately. After being in constant touch with Mr. Shavi and our bankers, Mr. Shavi gave us another document of COMMERZBANK (Frankfurt Germany) claiming them as an intermediary bank which had a figure of 332205 EUROS being remitted to our IDFC bank dated 29.02.2024. However, said document provided by Mr. Shavi had no bearing of the name of Company from which it had been remitted nor it had any other details. We again approached our bank to reconfirm about the COMMERZBANK remittance, to which our bank informed that neither any payment has been received in our account and as per there communication with Commerz bank, this document looks false and fabricated. We informed Mr. Shavi, about the feedback received from the bank and he again abused and blamed us for delaying tactics in order to evade paying him his share of payment, he immediately vides email dated 01-03-2024 forwarded a Deutsche bank statement again reflecting the debit of EUROS 332205 in our favor, and asked us make his payment as he has done his job and asked us to confirm the receipt from our bank. We again approached our bank and also approached DEUTSCHE BANK Noida branch to reconfirm if the Payment has been effectuated and whether SWIFT code provided by Mr. SHAVI is valid, it needless to mention that DEUTSCHE BANK (Noida) confirmed that the SWIFT code that is provided to Mr. Shavi is fake and there is no transaction that has been initiated. We in uttershock called Mr. Shavi and Mr. Suresh and asked for a refund of our INR 35 lac who started abusing us, and committed to meet *us in NOIDA DEUTSCHE bank on 18.03.2024 at 12 noon, to reconfirm the validity of SWIFT Copy. We reached Deutsche Bank Noida branch on 18.03.2024 and waited for Mr. Shavi to come to the bank uptill 4:30pm but neither of them reached the bank rather Mr. Suresh kept on talking to person by the name of Mr. Shiv Preet Gautam a representative of Deutsche Bank Germany who was holding an international number 1(573)740-0002. It is pertinent to mention that the same thing was repeated on 19.03.2024, with no result and the approach of all the people involved is has made it clear that all this is a scam that is going on only to defraud people. We have been trying to contact Mr. Suresh ever since we sought for refund, he has started evading us and threatening us with dire consequences if we try to pursue this matter further. Henceforth, we hereby approach you to inform that Mr. Shavi along with his accomplice Mr. Suresh have caused WRONGFUL LOSS to us by INR 35 lacs and there has been a WRONGFUL GAIN to Mr. Shavi and Mr. Suresh. To best of our understanding this seems to be an international Conning fraud racquet that is being masterminded by Mr. Shavi and Mr. Suresh is his accomplice in Gurugram, to cheat and defraud innocent, gullible people like us of their hard-earned money by alluring and providing false and fabricated bank documents. You are requested to take cognizance of the mater against Mr. Shavi Verma and Mr. Suresh Yadav under section 406, 415,420, 120B, 506, 467, 468 and 34 of the Indian Penal Code and any other provisions of law in force ensuring that they return our advance that has been handed over to them and if need be, refer the matter to a specialized agency ensuring that these conmen do not defraud other people and their international conning racquet is brought before the world."*

3. *Submissions*:-

***On behalf of petitioner*:-**

It has been contended on behalf of counsel for the petitioner that a compromise has been effected between the parties, which has been reduced in to writing vide compromise deed dated 10.10.2024 (Annexure P-3).

On behalf of respondent-State as well as complainant:-

Learned State counsel assisted by the counsel for the complainant does not controvert the factum of compromise.

4. Analysis & Conclusion:-

Be that as it may, considering the fact that the parties has entered in to a compromise, which has been attached with the present petition as Annexure P-3, this Court finds no reason to deny the petitioner the concession of anticipatory bail, wherein the petitioner has *bona fide* intentions and is willing to join the investigation and cooperate for furtherance of the same so that the final report can be submitted by the Investigating Agency within the stipulated time period.

5. Decision

Hence, in view of the admitted set of circumstances before this Court, the petitioner is hereby directed to be released on anticipatory bail subject to him joining the investigation and reporting to the Investigating Officer concerned within a period of 10 days from today, upon furnishing of personal/surety bonds to the satisfaction of Arresting/Investigating Officer.

The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS of 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 10 days, the order passed by this Court today shall automatically, stand cancelled.

In the afore-said terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

10.12.2024
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Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No