



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

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CRM-M-3239-2025 (O&M)**Date of decision: 30.04.2025**

Shasha Shubam

.....Petitioner

Versus

State of Punjab

.....Respondent

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present : Mr. Anoop Verma, Advocate
for the petitioner.

Mr. Amit Rana, Sr. DAG, Punjab.

Complainant in person.

MANJARI NEHRU KAUL, J.

1. The petitioner is seeking the concession of bail under Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023 in case FIR No.117 dated 12.11.2024 under Sections 420, 120B of the IPC (Sections 467, 468, 471 of the IPC added lateron) registered at Police Station Sadar Pathankot, District Pathankot.

2. Learned counsel for the petitioner contends that the petitioner has been falsely indicated in the FIR in question (Annexure P-1), which pertains to allegations of cheating levelled by the complainant. It is submitted that the petitioner has been wrongly accused of entering into an agreement concerning a sale deed with the complainant and of failing to adhere to the agreed schedule of payments. However, it is argued that the petitioner neither executed any agreement with the complainant nor signed any receipts, nor did he



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derive any benefit from the transaction in question.

3. Learned counsel further draws the attention of this Court to the to the office-appointment letter (Annexure P-2) to contend that the petitioner was merely an employee/trainee in the concerned entity, *Holiday Hutzz*, which, according to the FIR, is alleged to be owned by him. It is submitted that *Holiday Hutzz* is a proprietorship concern owned by co-accused Madhu Kohli and one Sandeep Pandey, and the petitioner is not a signatory to the said agreement.

4. It is further submitted that the petitioner has now been in custody since 25.11.2024 in a magisterial trial. The charge sheet has been presented on 18.02.2025, however, charges are yet to be framed. It is, therefore, argued that the trial is unlikely to conclude in the near future. Furthermore, no recovery is to be effected now at the instance of the petitioner. Hence, the petitioner be extended the concession of regular bail.

5. *Per contra*, learned counsel for the State has vehemently opposed the prayer and submissions made by the counsel opposite. The gravity of allegations levelled in the FIR and the role attributed to the petitioner therein has been reiterated, which stand reproduced hereinunder:-

*“To The Senior Superintendent of Police. District Pathankot Subject: Request for registration of criminal case against 1. Madhu Kohli D/O Ramesh Sharma R/0 3rd Floor, Tower A 302, Bestech Business Tower, Sector 66-A, SAS Nagar, Mohali 2. Sandeep pandey S/O Ved Parkash Pandey R/0 B-3,803, Maya Garden City, Ambala Chandigarh Highway, Zirakpur, SAS Nagar, Mohali and 3. GOPAL r/o Ptk 4. **Shasha Shubham** S/o Amrish kumar R/o Flat no. 271. D2 Second Floor Penta Homes, VIP Road Zirakpur Distt SAS Nagar Mohali. It is requested*



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that 1. Simarpreet Kaur D/o Sh. Gopal Singh Rio Gali No.4, Indira Colony, Pathankot, Tehsil & District Pathankot entered into an agreement Dated 19.12.2018 with accused person namely Madhu Kohli D/O Ramesh Sharma R/O 3rd Floor, Tower A 302, Bestech Business Tower, Sector 66-A, SAS Nagar, Mohali and Sandeep pandey S/O Ved Parkash Pandey R/O B-3,803, Maya Garden City, Ambala Chandigarh Highway, Zirakpur, SAS Nagar, Mohali and as per this agreement Dated 19.12.2018 I paid an amount of Rs. 6,00,000/- (Six Lac only) to them and against amount Rs. 16,00,000/- (Sixteen Lac Only) the above said accused came into contact with me through Gopal R/o Pathankot and he promised through agreement dated 19.12.2018 that the accused person will pay Rs. 30,000/- per month as rent for 15 months and the sale deed witnesses. The Copies of agreements is attached. Sir, accused person paid only Rs. 1,23,234/- and out of the remaining installments of rent which has been paid till date they were to pay Rs. 4,76,766/- to me amount and execute sale deed for which the above said agreements were executed. The accused persons told me that they are developer and selling holiday huts and the property is named a RB City silver Oaks situated at Village Kotli Muglan. Tehsil and District Pathankot. I verified now about the ownerships of accused persons, but it is not shown in the documentary proof regarding their ownerships which they promised to transfer the agreed property in my name. I entered into agreements dated 19.12.2018 with accused Madhu Kohli and Sandeep Pandey and Gopal assured that they are owners of the property namely RB City Silver Oaks situated at Village kotli muglan, Tehsil and District Pathankot. It is clear that they cheated me by executing the above said agreement, although they were not legally authorized to do so. **Shasha Gupta**, he is owner of the company and all the payments were given to Gopal & pass to Madhu Kohli and funds are Managed By **Shasha Gupta**. It is pertinent to mention here that above said persons have already been indulge in illegal activities and various FIRs have been registered against them in various places. Copies of the same are attached herewith, An FIR No. 80 Dated 07.06.2021 U/s. 420, 120-B IPC have been registered at P.S Sadar, Pathankot It is therefore requested that the criminal case may kindly be registered against the above said accused persons. SD/-Simarpreet Kaur D/o Sh. Gopal Singh r/o Gali no. 4, Indira Colony, Pathankot, Tehsil & District Pathankot. M. 8837687236, 9592522551. Dated 10.09.2024”



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6. It has been submitted by learned State counsel, on instructions, that the petitioner was not merely an employee but the actual proprietor of *Holiday Hutzz* and was actively involved in the management of its finances. It is further submitted that the petitioner is a habitual offender with a criminal history, being involved in as many as 12 other criminal cases, 10 of which are still pending. Additionally, it has been submitted on instructions that many cases under Section 138 of the Negotiable Instruments Act, 1881 (for short, 'the NI Act') have been registered against the petitioner in the recent past.

7. I have heard learned counsel for the parties and perused the relevant material on record.

8. The petitioner stands accused of having played an active and pivotal role in a fraudulent scheme whereby the complainant was induced into executing an agreement for purchase of property through the entity named *Holiday Hutzz*. The complainant has specifically alleged that, upon execution of the said agreement and parting with a substantial amount of money, the agreed services were not rendered, and that the entire transaction was structured with the intent to cheat. The contents of the FIR, coupled with the evidence collected by the investigating agency during investigation, *prima facie* suggests that the petitioner had a significant degree of control over the operations and finances of *Holiday Hutzz*. Allegedly, funds received from the complainant were either routed through or handled under the instructions of the petitioner, making him a direct/indirect beneficiary of the alleged fraudulent transaction running into lakhs of rupees.



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9. It is a matter of record that the petitioner is involved in multiple criminal cases of identical nature registered not only in the State of Punjab but Uttarakhand, Uttar Pradesh, Himachal Pradesh and Chhattisgarh. Furthermore, he is facing cases even under Section 138 of the NI Act, which reinforces the apprehension that the petitioner may have a propensity for engaging in financial deception through such frauds.

10. The trial is yet to commence, and given the multiplicity of proceedings involving the petitioner, there exists a reasonable apprehension of the petitioner tampering with evidence or absconding, if enlarged on at this stage. Therefore, in the light of the role attributed to the petitioner culminating in the alleged cheating of the complainant and in the facts and circumstances as enumerated hereinabove, this Court is not inclined to extend the concession of bail to the petitioner.

11. Accordingly, the instant petition is hereby dismissed.

12. 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.

13. Pending applications, if any, stand disposed of.

30.04.2025

Vinay

(MANJARI NEHRU KAUL)
JUDGE

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