

CRM-M-7510-2025

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

CRM-M-7510-2025
Reserved on: 06.03.2025
Pronounced on: 18.03.2025

Dinesh Pathak

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Keshav Pratap Singh, Advocate
for the petitioner.

Mr. Akshay Kumar, A.A.G., Punjab.

Mr. Angrej Singh, Advocate
for the complainant (through V.C.).

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
276	29.06.2024	Zirakpur, District SAS Nagar	420, 120-B IPC

1. The petitioner incarcerated in the FIR captioned above had come up before this Court under Section 483 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking regular bail.
2. In paragraph 20 of the bail petition, the accused declares that he has no criminal antecedents.
3. The facts and allegations are being taken from translated version of FIR, which reads as follows:

"To, The Senior Superintendent Police, Monuall. Subject: Fraud by showing fake Bombay based Company The Antique Diva & Co. on internet as well as fake online permissions to buy super Antique Aticies like Binoculars etc. and committing cheating with me by the Accused mentioned hereunder. Respected Sir/Madam, I have been cheated by the following persons: 1) Hyder Nawab Khan alias Abid Zaffar Gattoo son of Ghulam Mohamad r/o Flat No.502, Building No.9. Bawery Evershine Woods, Park, Kanahiya Road, Mira Maharashtra claiming himself Proprietor of Road, East Thana to be the above said company "The Antique Diva & Co." 2) Ms. Seemab Altaf Shaikh C/o above said Hyder Nawib Khan, 3) Naveen Kumar

Vanrbi c/o above said Hyder Nawib Khan, 4) Altaf Ahmad Dar C/o above said Hyder Nawib Khan, 5) Sudesh Kumar son of Hans Raj, r/o Padyarna Hajna Seeri Pullar, Galhar Bhata Gahar, Doda, Jammu and Kashmir, 182204, 6) Maulvi C/o above said Sudesh Kumar, 7) Aman Singh C/o above said Sudesh Kumor, Jeet Ram son of Shiv Chand, Village Rakchham, Raakchham, Rakchham Kinnaur, (Himachal (59/1), Pradesh) 172106), 9. Pt. Bias Dev R/o Bhunttar Kulu C/o above said Jeet Ram, 10. Subhash R/o Bhunttar (Kulu) C/o above said Jeet Ram, 11) Jai Chand C/o above said Jeet Ram, 12 Narain Dass, R/o Rampur Bushahar C/o above said Jeet Ram. 1) That complainant, Jaspal Singh Sidhu resident of H.No.102 sector 27 Chandigarh, is belongs to a a law abiding ciltzen and very noble family and came into contact with above said Hyder Nawab Khan in the month of February 2019 and he told me that he is the proprietor of the above said Company "The Antique Diva & Co. Which deals in purchase of super Antique and Super Antique Articles like Binoculars etc. and he got my moblie number 98141xxxxx. Thereafer in the month of May. 2019, abovesaid contacted me on accused Sudesh Kumar my Mobile No.98141xxxxx that he has a super Antique Binocular to sell I told him that I am not interested in such goods. That fellow time and again contacted me thereafter and persuaded me that he is the owner of Antique Binocular and he wants to sell that Binocular which is of high value to me and this Antique Binocular is with him in Jammu. asked him from where you have telephone Number, then he told me got it from his known person but Then got I my that he never shared that name with me. Then on 6.5.2019 above said Sudesh Kumar sent a WhatsApp video of a binocular on my cell number showing that by this binocular a person can see sky through roof and articles etc. across the walls. He induced me to purchase this binocular. And told me to contact abovesæd Company, who purchases such super Artiques Binoculars etc. On his inducement I contacted abovesaid accused No.1, had told me that he purchases Binoculars. Accused No.1 shown me Company Website having its Haad Office in Mumbai and me shown also Government permissions to required buy such Binoculars online and he exchanged various mails with me making things look absolutely genuine. He asked me Rs.8,50,000/-as a to deposit Company Fee, a fee of which I paid on 11.6.2019 through RTGS to the above said Company from my account. Accused No.1 after receipt of this amount told me that he would reach Jammu on 13.6.2019 to check the authenticity of the said Antique Binocular and asked me to reach Jammu on that day. I reached Jammu on 14.6.2019 and stayed in Hari Niwas Palace Jammu whereas above said Accused No.1 along with his colleague and bouncer was staying in RAMADA Hotel Jammu. Above said accused Sudesh Kumar met me in Hotel Hari Niwas Palace Jammu from where I accompanied him to Hotel RAMADA to meet above said accused No.1 so that the Antique Binocular can be checked by the Company to be a genuine one. Above said Sudesh Kumar had promised Binocular in that Hotel he will bring RAMADA but when the I reached hotel RAAMADA he told me there that the person namely Maulvi who is in possession of this Binocular has not agreed to

bring it to jammu Hotel and it can checked at Farm House at Nagrota. be I accompanied Sudesh in his car make Alto of black colour being driven by him, with my colleague and accused No.1 along with his colleagues followed us to an secluded farm house at Nagrota Jammu, Sudesh took and me isolated Town near above said accused No. and accused No.2 Seemab Atlaf Shaikh and their bouncer to an enclosure and made me to stand outside the room and accused No.1, 2 along with Sudesh Kumar entered the dark room and after coming out told me that they have checked the article Antique Binocular it is quite genuine and is of very high value. These persons induced me to pay the amount to above said Sudesh Kumar. After returning to the Hotel RAMADA above said accused Sudesh Kumar raised a demand of Rs.one crore from me as price of the above said Binocular. Accused No.1 and 2 told me Whens that demand of Sudesh Kumar is quite on the lower side as the above sad Binocular can fetch a price of more than Rs.100 crorus as it is a rare Super Antique Binocular in the world. I was not in possession of such huge amount to pay it to Sudesh Kumar there, so I returned to Chandigarh to arrange the amount after arranging Chandigarh. I it from PNB returned to and Branch Jammu on 18.6.2018, and stayed in RAMADA Hotel Jammu where the above said Accused No.1 and 2 were waiting for me. Sudesh Kumar assured me that the above said Binocular can be brought to Jammu to Nagrota only after paying Rs.one crore to him I paid Rs.55 lacs in cash in Hotel RAMADA to Sudesh Kumar for bringing the above said Binocular to Hotel Ramada. But after receipt of this much amount Sudesh Kumar called me on my mobile No.9014100678 that Highway is closed due to movement of convoy of Army and I should make the payment of remaining amount in Hotel RAMADA to a person namely Aman Singh, Property Dealer of Jammu i.e. friend of above said Sudesh Kumar. After some time above said Aman Singh visited my Hotel Room in Hotel RAMADA where I paid Rs.35 lacs to him and got a receipt against this payment from him. But after that payment of above said amount the Antique Binocular was not brought to Hotel RAMADA as promised by Sudesh Kumar on the plea that some persons have raided the Nagreta Farm House in snatch the Anlique Binocular and he had to leave for Kishtawar with his colleague namely Maulvi. I believed him but then on the next day Sudesh Kumar talked with me from his mobile that the above said Maulvi who is my partner says that Antique Binocular is of very high value so made a demand of Rs.2 crore more from me. I along with my colleagues tried to contact him but to no avail and ultimately we left for Kishtawar to locale above said Kumar, While we were nearing Patni Top then Sudesh Kumar told me by making a call that the Antique Binocular has been moved some other interior Kishtawar and I was place made to in to Distt. return to Chandigarh. 2) That Sudesh Kumar made me to believe that he will give Binocular only after getting more and I the Antique Rs.2 crore was planning to lodge a complaint against above said accused Sudesh Kumar and Maulvi then accused No.8 Jeet Ram contacted me on my mobile No and told that he managed the Antique Binocular from the custody of Sudesh Kumar and has brought it to a

village in Himachal Pradesh, near boundary of Pathankot (Punjab). Jeet Ram told that you are a gentle man and had paid Rs.90 lacs to Sudesh Kumar and the receipt of this amount issued by Maulvi and Sudesh Kumar is in my hand. Now the Antique binocular is in my possession and we can get it after getting it checked from the above said accused No.1. After few days Jeet Ram told that the abovesaid article has been shifted to Kallu. Then on the inducement of Jeet Ram I again contacted accused No.1 and he told me to deposit the fees of the Company for Kullu visit and thereafter I paid about Rs.12.50 lacs and Rs.18.50 lacs for special kit to pack such valuable article to accused No.1/Company. Accused no.1 told me that the along with his Colleagues will reach Bhuntar (Kullu) and will stay in JJ Hotel there and told me to reach there to accomplish the work. Therefore, I reached there accused met along on with my colleagues 6.10.2019 and Jeet Ram in Hotel me at Buntar and persuaded me to take accused No.1 and 2 to the House of accused Pt. Bias Dev for checking the super Antique Binocular, Where accused Mr. Subhash also met me there in the house of Pt. Bias Dev but again I was made to stand outside the room where the binocular was to be stated. Accused No.1, 2, Jeet Ram, Pt. Ved Byas entered the room and by coming out all the accused told me that the article is the same and genuine one. It is super Antique. It was not handed over to me and there Jeet Ram and other accused accompanying him made a demand of Rs.40 lacs more from me for handing over the article accused No.1 and 2 also persuaded me to pay the amount to Jeet Ram as the said Binocular is of very high value but I was not having such amount with me and accused No.1 and 2 told me that amount. Thereafter on to bring 26.9.2019 Ram came to Chandigarh meet me Jeet and told me to pay the amount, but I was arranging that amounts that state then, Jeet Ram again induced me to pay Rs.1 lakh to him, which was paid by me to him issuing a on that day by cheque from my bank account, Accused No.1 and 2 again induced me to pay the said amount of Rs.40 lacs to Jeet Ram as the articles is of very high value. On 14th October, 2019, accused No.1 and 2 along with their bouncer, reached in Ramada Hotel, Zirakpur, district (Mohali) and contacted me to meet them. Where Accused No.1 made a demand of Rs.5 lacs from me as a company fee for checking the aforesaid Binocular. I by try making arrangement of Rs.2.50 lacs paid the amount to the accused no.1 in the presence of S. Rajender Singh Aulakh resident of Manimajra, (Chandigarh) in the RAMADA Hotel Zirakpur (Dist Mohali). I again went to Bhuntar/Kullu on 15.10.2019 as accused No.1 and 2 had assured me that they would be there to check and purchase the article they as have all the permissions from the Government to purchase this article and they shown such permission to me. I shown the amount to Jeet Ram and asked him to hand over Binocular simultaneously at the promised the time of receiving the amount but he made excuse to visit me on the next day. On the next day Jeet Ram agreed to get Rs.15 lacs for handing over the articles for its sale to the company of Accused No 1. We taking song Jeet Ram with us went to accused No.1 and 2 to Hotel JJ Hotel Bhuntar/Kullu where they were staying. But accused No.1 asked accused Jeet Ram why Ra.15 lacs

in lieu of Rs.40 lacs, then Jeet Ram resiled and at the instance of accused No.1 made a demand of Rs.40 lacs in cash, which was declined by me. Then Jeet Ram told me that he will Binocular after receiving hand over Rs.one Then accused No.1 and 2 persuaded me you have to pay Rs.40 lacs and the crore. that the remaining would be paid by their Company. I paid Rs.15 Lacs to Jeet Ram thereafter withdrawing money from ICICI Bank Kulu (HP) and at the instance of accused No.1 an Agreement was got Typed by Accused No.1 from Accused No.2 to this effect. It was signed by me and Accused No.2 as a nominee of the Company at the instance of Accused No.1 and was witnessed by the witnesses, Accused No.1 had assured at that time that he will arrange the amount of Rs.60 lacs and will come back within a week. Thereafter, I kept on waiting for accused No.1 and he did not come. I contacted him time and again and he started making excuses he is holidaying abroad and as and when he returns will inform me in the meanwhile Jeet Ram was compelling me to pay my share of Rs.25 lacs to him otherwise the Antique Binocular can be moved away. In order to save my money already paid and to buy more time I paid Rs.4 lacs to Jeet Ram in S.R. Mechanical Works, F-172, Phase 8-B, Industrial Area, Mohali, in the presence of S.Gurdip Singh son of S. Jaswant Singh, r/o H.No.90, Sector 70, Mohali to Jeet Ram on 6.11.2019 against a writing. Then I again and again told accused No.1 to honour his promise then he told that his father-in-law has died all of a sudden and he cannot reach Kullu to pay the amount to accomplish the task. Ultimately I compelled him that I have paid such purchase at a huge amount and his instance accused persons then he to to above said forwarded air ticket through WhatsApp message but he did not reach. Thereafter Jeet Ram told me that he has shifted the Antique Binocular Village Rakchham Kinnaur, his native village and is going to sell it to other buyer, Accused No.4 Mr. Altaf Ahmad Dar visited Jeet inspecting and Ram three packing the times for Antique Binocular, after charging Company Fee from me but due to Covid conditions I could not accompany the Company representative. Jeet Ram pressurized me to pay Rs.25 lace in the business account, which I transferred through RTGS from my PNB account. But I have been informed by the Company that Jeet Ram could not produce the Article. After few months alongwith Jeet Ram again relatives his Jai visited Chand me and Narain Dass on 6.10.2021 and he demanded Rs.60 lacs. He was paid Rs. Three lace on that day from my PNB account, at Sector 27, Chandigarh and the promised to collect remanding Rs.57 lacs when the Company will make payment to me and then he will hand over the Binocular to the Company, in my presence. Jeet Ram, Jai Chand and Narain Dass also promised that they will shift the article at Kumhar Hati Nahan Road, near Naina Tikkar, Distt. Simour (HP), Chandigarh. After 15 days they pressed me to pay Rs. Two lace to Jal Chand account and Ra. 15,000/- in Narain Dass account, which I was forced to pay through RTGS from my PNB account. Then after around 10 days, they informed that they have shifted the Super Antique Binocular at Kumhar Hati, near Village Nana Tikaar I invited Accused No.1 three times for inspection and packing of the material after paying the Company Fee, but Jeet Ram and his

accomplices failed to produce the Antique Binocular. Now I have come to know that all the accused did not get the Binocular checked in my presence in a false plea that it emits radiation. The Company stated by Accused No.1 is a fake Company and accuse No.1 has uploaded on their website false wrong and misleading information to cheat the persons like me. Now I have come to know that the accused have no Super Antique Binocular with them and they have planned all this to commit cheating with me and Accused No.1 and 2 have also committed offences U/s 463 464 470 and 471 IPC by forging the wrong permissions etc. from the Government and intention of all the accused was malafide from the very beginning to commit cheating. I have paid such a big above said hard earned amount from my bank accounts. All the accused have trapped me in their false designs. All the above said accused by conniving with each other have formed a Gang to deceive me for getting such a huge hard earned life savings from me and there was no such super Antique Binocular with them. I have been cheated of around Rs.2.50 crore in all. Hence, I request you to initiate a legal proceedings against all these accused by registering an FIR under the appropriate offences of cheating, forgery, fabricating false documents etc. submitted by Sd/- JS Sidhu.”

4. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that further pre-trial incarceration would cause an irreversible injustice to the petitioner and their family.

5. The State's counsel opposes bail and refers to the status report.

6. It would be appropriate to refer to the following portions of the status report, which read as follows:

“4. That the role of the Petitioner is that he being representative of accused Haider Nawab Khan and others, misrepresented the complainants regarding settlement of the dispute for Rs. 3.55 crores as full and final settlement in FIR No. 605 (supra). He got the Compromise Deed duly notarized and duly signed by him as witness regarding settlement of dispute and presented the same before the Id. Court with an objective to secure regular bail for the accused Haider Nawab Khan and Jeet Ram in FIR No. 605. The petitioner in connivance with other accused also handed over post-dated cheques to the complainants in lieu of the aforesaid Compromise and secured bail for the accused persons. Later on, the aforesaid cheques got dishonoured. Thus, the present petitioner in active connivance with other accused persons had committed cheating with the complainants.”

7. Allegation against the petitioner is that he mis-represented to complainant regarding settlement of dispute with main accused and he signed as witness on compromise deed and handed over cheques to complainant which were dishonoured later on. From this, it could not be said that he was aware of all the facts and he is also not a beneficiary.

8. There is sufficient prima facie evidence connecting the petitioner with the alleged crime. However, pre-trial incarceration should not be a replica of post-conviction sentencing. Per paragraph 17 of the bail petition, the petitioner has been in custody since 04.01.2025. Per the custody certificate dated 05.03.2025, the petitioner's total custody in this FIR is 01 month and 25 days. Given the penal provisions invoked viz-a-viz pre-trial custody, coupled with the prima facie analysis of the nature of allegations, and the other factors peculiar to this case, there would be no justifiability for further pre-trial incarceration at this stage.

9. Without commenting on the case's merits, in the facts and circumstances peculiar to this case, and for the reasons mentioned above, the petitioner makes a case for bail. This order shall come into force from the time it is uploaded on this Court's official webpage.

10. Given above, provided the petitioner is not required in any other case, the petitioner shall be released on bail in the FIR captioned above subject to furnishing bonds to the satisfaction of the concerned Court and due to unavailability before any nearest Ilaqa Magistrate/duty Magistrate. Before accepting the surety, the concerned Court must be satisfied that if the accused fails to appear, such surety can produce the accused.

11. While furnishing a personal bond, the petitioner shall mention the following personal identification details:

1.	AADHAR number	
2.	Passport number (If available) and when the attesting officer/court considers it appropriate or considers the accused a flight risk.	
3.	Mobile number (If available)	
4.	E-Mail id (If available)	

12. This order is subject to the petitioner's complying with the following terms.

13. The petitioner shall abide by all statutory bond conditions and appear before the concerned Court(s) on all dates. The petitioner shall not tamper with the evidence, influence, browbeat, pressurize, induce, threaten, or promise, directly or indirectly, any witnesses, Police officials, or any other person acquainted with the facts and circumstances of the case or dissuade them from disclosing such facts to the Police or the Court.

14. This bail is conditional, and the foundational condition is that if the petitioner indulges in any non-bailable offense, the State shall file an application for cancellation of this bail before the Sessions Court, which shall be at liberty to cancel this bail.

15. Any observation made hereinabove is neither an expression of opinion on the case's merits nor shall the trial Court advert to these comments.

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16. A certified copy of this order would not be needed for furnishing bonds, and any Advocate for the Petitioner can download this order along with case status from the official web page of this Court and attest it to be a true copy. If the attesting officer wants to verify its authenticity, such an officer can also verify its authenticity and may download and use the downloaded copy for attesting bonds.

17. **Petition allowed** in terms mentioned above. All pending applications, if any, stand disposed of.

(ANOOP CHITKARA)
JUDGE

18.03.2025
Jyoti Sharma

Whether speaking/reasoned: Yes
Whether reportable: No.