

2025.PHHC.050922



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

105+218

**CRM-M-15742-2025
Decided on:03.04.2025**

Naresh Kumar @ Happy Sohal

...Petitioner

Versus

State of Punjab

...Respondent

**CRM-M-61243-2024
Decided on:03.04.2025**

Mendhi Erika Beasley

...Petitioner

Versus

State of Punjab

...Respondent

Coram : Hon'ble Mr. Justice Rajesh Bhardwaj

**Present: Mr. Yagsimant Attri, Advocate,
for the petitioner in CRM-M-15742-2025.**

**Mr. Lupil Gupta, Advocate, and
Mr. Rahul, Advocate, for the petitioner
in CRM-M-61243-2024.**

Mr. Tarun Aggarwal, Sr. DAG, Punjab.

**Mr. Mohinder Singh Joshi, Advocate,
for the complainant.**

Rajesh Bhardwaj, J. (Oral)

1. By way of this common order, two petitions bearing CRM-M-15742-2025 & CRM-M-61243-2024 are being disposed of as common facts and question of law are involved in both of them. However, for the sake of convenience, the facts are being extracted from CRM-M-15742-2025.
2. Prayer in the present petitions, both filed under Section 482 of the BNSS, 2023, is for grant of anticipatory bail to the petitioners in a case FIR

2025:PHHC:050922



No.262 dated 02.12.2023, registered under Sections 420 & 120B of IPC, at Police Station Sadar Kharar, District SAS Nagar Mohali.

2. The facts enumerated from the record are that complainant Gagandeep Singh filed a complaint on 04.08.2023, on which an enquiry was carried out by the Deputy Captain of Police (Local), District SAS Nagar Mohali and on the basis of this enquiry report, the FIR was lodged. As per the inquiry conducted in the complaint filed by complainant Gagandeep Singh, it was found that complainant Gagandeep Singh got acquainted with Happy Sohal, the petitioner in CRM-M-15742-2025, and it was told by Happy Sohal to the complainant that he had NRI girls to perform contract marriage and he could arrange a NRI girl for him with whom, after performing contract marriage, he could be sent and settled abroad. Happy Sohal had introduced the complainant to Rachna and Lakhwinder Singh, who asked for a fee of Rs.5 lacs for arranging an NRI girl. Thereafter, Happy Sohal and his accomplices further introduced complainant Gagandeep Singh to Raminder Beasley @ Reema Beasley and Heera Singh and made him to believe that their daughter Mendhi Erika Beasley, petitioner in CRM-M-61243-2024, is settled in Germany, with whom they would arrange contract marriage of the complainant and then he would settle in Germany. The deal was struck for Rs.27 lacs. On 07.09.2020, a photograph of 'Jaimala' was clicked of the complainant with Mendhi Erika Beasley and the complainant was asked to get the VISA of Romania and after staying there about one year, he was promised to be sent to Germany. However, petitioners and their accomplices kept on delaying the same on one pretext or the other.

2025.PHHC.050922



3. Ultimately, when the complainant found himself cheated of Rs.26,35,000/-, he filed the complaint, which was enquired into by the investigating agencies and on finding substance in the allegations made therein, the FIR was lodged. The investigating agencies issued notices to the petitioners and their co-accused for joining investigation; however, they did not come forward. Apprehending arrest, the petitioners have approached the Court of learned Additional District Judge, SAS Nagar, Mohali for grant of concession of anticipatory bail, however, after hearing both the sides, the said relief was declined to them vide orders dated 12.03.2025 and dated 25.11.2024 respectively. Hence, aggrieved against the said orders, the petitioners are before this Court by of filing the present petitions.

4. Learned counsel for the petitioners have vehemently contended that the petitioners have been falsely and frivolously implicated in the present case. It is submitted that the marriage between petitioner Mendhi Erika Beasley and the complainant had taken place with the consent of both the sides and Raminder Beasley @ Reema Beasley had given Rs.4 lacs in Roka ceremony and Rs.5 lacs as dowry/gift to the complainant. However, the complainant demanded Rs.15 lacs as was allegedly decided between the parties. He contended that, thereafter, the complainant agreed on the assurance that Rs.15 lacs would be given to him after sale of the plot by Raminder Beasley @ Reema Beasley, mother of petitioner Mendhi Erika Beasley. It is submitted that the marriage was registered in Delhi. He submitted that the complainant and petitioner Mendhi Erika Beasley lived with co-accused Raminder Beasley @ Reema Beasley in Narela, New Delhi and every day, the complainant kept on pressurizing petitioner Mendhi Erika Beasley to go to

2025:PHHC:050922



Germany for settling there. It is submitted that it is the complainant who started harassing petitioner Mendhi Erika Beasley for settling in Germany. He submits that the complainant had clandestinely married petitioner Mendhi Erika Beasley only with the intention to settle in Germany. They denied of having received any amount, as alleged by the complainant. It is submitted that the allegations made in the FIR are totally baseless and, thus, no *prima facie* case, as alleged, is made out against the petitioners. Thus, it is contended that the petitioners deserve to be granted concession of anticipatory bail.

5. *Per contra*, learned State counsel has vehemently opposed the bail applications and has drawn attention of this Court to the status report filed by way of affidavit of Karan Singh Sandhu, PPS, DSP, Sub Division Kharar-1, District SAS Nagar, Mohali. He contended that the FIR in the present case has been registered against the petitioners and the co-accused after conducting preliminary inquiry into the complainant received from complainant, namely, Gagandeep Singh in the office of the Senior Superintendent of Police, District SAS Nagar, Mohali. It is contended that during preliminary enquiry, the allegations levelled against the petitioners were *prima facie* substantiated and it was found that it was petitioner Happy Sohal who had arranged meeting of the complainant with Raminder Beasley @ Reema Beasley and Heera Singh, who further assured the complainant that they would charge Rs.30 lacs to arrange the said contract marriage. They convinced the complainant that Reema Beasley's daughter Mendhi Erika Beasley is a permanent resident of Germany and the complainant would be settled there after performing the contract marriage. The ring ceremony was performed on 07.09.2020 at complainant's village Bareta. The complainant was suggested for obtaining VISA of

2025.PHHC.050922



Romania and after staying there for one year, he could be sent to Germany. The complainant was found to be defrauded for an amount to the tune of Rs.26,35,000/- on the pretext of sending him to Germany by entering into a contract marriage. The details of Rs.26 lacs, given by the complainant to the accused persons, as found during the enquiry, are as follows:-

Rs.2 lacs cash	Happy Sohal
Rs.14 lacs cash	Raminder Beasley @ Reema
Rs.10 lacs	Raminder Beasley @ Reema

6. Thus, it is alleged that the petitioners along with co-accused, in a well hatched conspiracy, defrauded the complainant on the pretext of sending him to Germany by entering into the contract marriage. Neither the money was returned to the complainant nor he was sent abroad. It is counsel for the State who has produced some videos of petitioner Mendhi Erika Beasley to substantiate his contention that the petitioners of hatching a conspiracy, which is evident from their demeanour in the videos. He submits that despite various efforts having been made, the petitioners could not be arrested and, thus, for the free and fair investigation, their custodial interrogation is essential. He submits that both the petitions, being devoid of merit, deserve to be dismissed.

7. After hearing learned counsel for the parties and perusing the available record, it is deciphered that the FIR in the present case has been registered after carrying out a preliminary enquiry in the complaint filed by complainant Gagandeep Singh. During preliminary enquiry, it was found that the complainant was introduced by petitioner Happy Sohal to his accomplices and he was assured for permanent settlement in Germany by entering into a

2025.PHHC.050922



contract marriage with an NRI girl. He was assured that NRI girls are available with them and on performing the contract marriage, he could settle abroad. The complainant was charged for an amount of Rs.26,35,000/-. However, after performing the contract marriage and charging the money, the complainant found himself defrauded. The petitioners, despite having been issued various notices by the police, neither joined investigation nor they were/are traceable. Needless to say, the cases of this type of nature, where the gullible citizens are being trapped for sending them abroad, are on rise.

8. For the consideration of anticipatory bail, the statutory parameters are given under Section 482 (1) & (2) of BNSS which reads as under:-

“482. Direction for grant of bail to person apprehending arrest:

1. *When any person has reason to believe that he may be arrested on an accusation of having committed a non-bailable offence, he may apply to the High Court or the Court of Session for a direction under this section; and that Court may, if it thinks fit, direct that in the event of such arrest, he shall be released on bail.*
2. *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;*

2025.PHHC.050922



(iv) *such other condition as may be imposed under subsection (3) of section 480, as if the bail were granted under that section.*”

9. Hon'ble Supreme Court in State represented by **CBI Vs. Anil Sharma, (1997) 7 SCC 187** has held as under:-

“6. We find force in the submission of the CBI that custodial interrogation is qualitatively more elicitation oriented than questioning a suspect who is well ensconded with a favorable order under Section 438 if the code. In a case like this effective interrogation of suspected person is of tremendous advantage in disinterring many useful informations and also materials which would have been concealed. Succession such interrogation would elude if the suspected person knows that he is well protected and insulated by a pre-arrest bail during the time he interrogated. Very often interrogation in such a condition would reduce to a mere ritual. The argument that the custodial interrogation is fraught with the danger of the person being subjected to third degree methods need not be countenanced, for, such an argument can be advanced by all accused in all criminal cases. The court has to presume that responsible Police Officers would conduct themselves in task of disinterring offences would not conduct themselves as offenders.”

9. Hon'ble Apex Court in plethora of judicial precedents including **Gurbaksh Singh Sibbia Vs. State of Punjab, AIR 1980 SC 1632**, has time and again reiterated that while considering the anticipatory bail the Court is to take into consideration the factors like gravity of offence, chances of accused tampering with the evidence and probabilities of his fleeing from justice etc. The Court should be circumspect about the impact of its decision on the society as well. The anticipatory bail is an extraordinary discretion which should be exercised in the extraordinary circumstances.

10. Weighing the facts of the case on the anvil of the law settled, it is apparent that the complicity of the petitioners has been *prima facie* established.

2025:PHHC:050922



The investigation is at its threshold. Thus, granting anticipatory bail to the petitioners at this stage would scuttle the ongoing investigation.

11. In view of the facts and circumstances of the present case, this Court is of the opinion that the petitioners do not qualify for exercising the extraordinary power by this Court in their favour. Resultantly, both the petitions, being devoid of any merit, are hereby dismissed.

12. Nothing said herein shall be construed as an expression of opinion on the merits of the case.

13. A copy of this order be placed on the file of another connected case.

April 03, 2025
vinod*

(Rajesh Bhardwaj)
Judge

Whether Speaking/Reasoned: NO/YES
Whether Reportable: NO/YES