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

CRM-M-31827-2025

Date of Decision: 03.11.2025

AMAR IQBAL GILL

..... Petitioner

Versus

STATE OF UT CHANDIGARH

..... Respondent

CORAM: HON'BLE MR. JUSTICE YASHVIR SINGH RATHOR

Present : Mr. Arnav Ghai, Advocate with
Mr. Jeevanjot S. Kang, Advocate
for the petitioner.

Mr. Manish Bansal, PP, U.T. Chandigarh.

Mr. J.S. Saneta, Advocate and
Mr. Nitish Kumar, Advocate
for respondent No.2.

YASHVIR SINGH RATHOR, J. (Oral)

1. Prayer in this petition under Section 482 of BNSS, 2023 is for grant of anticipatory bail in case FIR No.0062, dated 15.05.2025, registered at Police Station Sector 39, District Chandigarh (Annexure P-1), under Sections 318(4), 336(3), 340(2) and 61(2) of BNSS, 2023 and Section 24 of Immigration Act.

2. Mr. J.S. Saneta, Advocate has put in appearance on behalf of respondent No.2 and filed his Power of Attorney. The same is taken on record. Registry is directed to tag the same at an appropriate place.

3. The present case was registered on the basis of statement given to the police by Ataul Nadaf with the allegations that he applied for obtaining visa for Azerbaijan for five persons through present petitioner



who claims to be Proprietor/Director of Immigration Firm namely M/s A.R. Education Consultancy, Chandigarh and a sum of Rs.5,30,000/- was paid in the personal account of the accused for obtaining visa, police clearance and medical etc. However, inspite of passage of long time, petitioner has failed to provide them any document relating to his visa, air ticket and appointment letter for job and he has been cheated. During investigation, 15 more persons approached the police whose names have been detailed in para No.3 of the status report furnished by the police and in all, a sum of Rs.30 lakh has been paid to the petitioner by them and he had promised to send these persons aboard and to arrange their visa etc. but neither any visa has been arranged nor he has returned the amount. Petitioner is also not having any license to run this immigration business.

4. Learned counsel for the petitioner argued that petitioner has been falsely implicated in the present case. Petitioner has already joined the investigation, after Memorandum of Understanding (MOU) was executed between him and the complainant and a sum of Rs.1 lakh was paid. Nothing is to be recovered from his possession and benefit of anticipatory bail be extended in his favour.

5. On the other hand, learned State counsel assisted by learned counsel for the complainant has opposed the anticipatory bail submitting that petitioner has duped many persons and they have been cheated of a sum of Rs.30 lakh. Petitioner has neither arranged their visa nor sent them abroad and offence in question has been committed in a systematic manner by duping the victims of their hard earned money and petitioner, thus, does not deserve the anticipatory bail.

6. When, petitioner applied for anticipatory bail, following



order was passed 12.06.2025 and he was granted ad-interim anticipatory bail.

“Learned counsel representing the petitioner inter alia contends that first informant after having entered into a memorandum of understanding on 30.07.2024 upon receipt of Rs.1,00,000/- has lodged a false complaint with the police. He further contends that in fact, the Investigating Agency on 01.03.2025, registered an FIR against the petitioner on the basis of secret information and thereafter, impressing upon the customers of the petitioner to file false complaints.

Notice of motion.

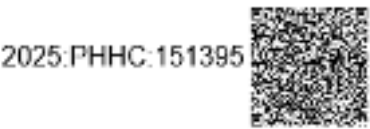
Mr. Manish Bansal, Public Prosecutor, U.T.Chandigarh accepts notice on behalf of respondent.

Adjourned to 18.08.2025.

In the meantime, in the event of arrest, the petitioner shall be released on the interim bail subject to furnishing personal bonds and surety to the satisfaction of the Arresting/Investigating Officer. However, the petitioner shall join the investigation as and when called upon to do so and shall abide by the conditions as provided under Section 482(2) of Bharatiya Nagarik Suraksha Sanhita, 2023.”

7. Thereafter, petitioner has failed to produce original Memorandum of Understanding (MOU) entered into with the complainant vide which he allegedly paid Rs.1 lakh and State has opposed the application for anticipatory bail.

8. It is well settled that the power to grant anticipatory bail is of extra-ordinary nature and is to be sparingly used with circumspection as held in 2022 (4) RCR (Criminal) 968 titled as **"Sachin @ Sachin Ahuja Vs. State of Punjab"**. In SLP (Crl.) 7940 2023 titled as **"Shri Kant Upadhyay Vs. State of Bihar"**, Hon'ble Apex Court has held that grant of interim protection or protection from arrest to an accused in a serious



case may lead to miscarriage of justice and may hamper investigation to a great extent as it may sometimes lead to tampering or destruction of evidence. The court is cognizant of the fact that power of anticipatory bail is to be exercised in exceptional circumstances as it may cause some hindrance to normal flow of investigation which would undermine the case of the prosecution.

9. In all 16 persons, including complainant have been cheated of a sum of Rs.30 lakh with a promise to arrange their visa by the petitioner. However, he does not possess any license to run immigration business and he has cheated the victims in a systematic manner and has collected huge sums from them. Neither any visas have been arranged nor they have been sent aboard. Such type of immigration offences are increasing day by day in which innocent public is being duped of their hard earned money. Such offences have to be handled with an iron hand. In case, petitioner is interrogated under the protective umbrella of the order of this Court, he will not answer the questions in the right earnest. Rather, grant of anticipatory bail will certainly hamper the investigation. In view of the gravity of the offence, petitioner is not entitled for concession of anticipatory bail.

10. Dismissed.

(YASHVIR SINGH RATHOR)
JUDGE

03.11.2025
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Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No