IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

2025:PHHC:150423

205 **CRM-M-39055-2025 (O&M)**
Date of decision:31.10.2025

Kudratdeep Singh ... Petitioner

Vs.

State of Punjab ... Respondent

CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA

Present: Mr. Bipan Ghai, Sr. Advocate with
Mr. Nikhil Ghai, Advocate,
Mr. Joban Singh Dhaliwal, Advocate
Ms. Malini Singh, Advocate and
Mr. Nikhil Thamman, Advocate for the petitioner.

Ms. Sakshi Bakshi, AAG, Punjab.

...

Manisha Batra, J. (Oral).

1. The present petition has been filed by the petitioner for grant of anticipatory bail in case FIR No.54 dated 02.04.2025, registered under Sections 406, 420, 120-B IPC, at Police Station Mataur, District SAS Nagar.

2. As per the allegations, complainant – Rashpal Kaur had come into contact with two travel agents, namely, Harvinder Singh and Mandeep Singh, who represented to her that they used to send people abroad on permanent basis. On being induced by them, she agreed to send her brother Palwinder Singh to U.K. and demanded a sum of Rs.30 lakhs for issuing of work permit visa for U.K. for her brother. They also represented that they would prepare all the necessary documents and would send her brother abroad within an agreed amount. An amount of Rs.22.50 lakhs was transferred in the bank accounts specified by the above named accused in

different installments by the family of the complainant and they kept on showing to the complainant that the process for sending her brother abroad was underway. On being induced by them, the family members of complainant paid the remaining amount of Rs.7.50 lakhs in cash. The entire money had been arranged by taking loan from relatives on interest. However, neither of the above named accused managed to send her brother abroad nor made any arrangement for that purpose. When the complainant and her family members demanded refund of the amount given to them, only a sum of Rs.5 lakhs had been returned and on insistence, they had even started extending threats to the complainant and her family members. By alleging that fraud and cheating had been committed with them, she prayed for taking action in the matter.

3. On receipt of the complaint submitted by the complainant, initially inquiry was conducted by the police. During the inquiry, the complainant informed that her brother Palwinder Singh had come in contact with one provider company having offices in Nawan Shehar and Mohali and was introduced with the present petitioner, owner of the said company by Mandeep Singh and then all the accused had allured her brother with the promise of arranging work visa. The complainant and the petitioner appeared before the police authorities and presented a deed of mutual settlement, as per which the provider company had agreed to return remaining amount of Rs.25 lakhs to the complainant by 05.02.2025. The petitioner, however, did not abide by those terms. He was nominated as an accused. Investigation is underway. Apprehending his arrest, he moved an application for grant of pre-arrest bail, which has been dismissed by the

court of learned Additional Sessions Judge, SAS Nagar, Mohali vide order dated 02.06.2025.

4. It is argued by learned counsel for the petitioner that he has been falsely implicated in this case. He was not at all named in the complaint initially submitted by the complainant and the allegations were levelled against the accused. Infact, he was the owner of 'Providers Overseas Consultants Private Limited' and runs his business at SCO No.676, Himalaya Marg, SAS Nagar Mohali. Accused Mandeep Singh has also one consultancy company in the name of 'Providers Education Consultants Services' at Nawan Shehar that has no concern with the operations of the company of the petitioner. He had neither taken any money from the complainant or his brother and he had nothing to do with the transactions done between the complainant/her brother with co-accused Mandeep Singh. Due to similarity of names in the company of the co-accused and his company, he was called by the police and was forced to sign blank papers, which were converted into a compromise. Accused Mandeep Singh has issued cheques for an amount of Rs.21 lakhs in favour of the complainant and has returned a sum of Rs.9 lakhs to her as per the information received by him. He has also entered into a settlement with the complainant and this fact is sufficient to show that the petitioner was not involved in the alleged transaction between the complainant and Mandeep Singh. He has already joined investigation. His custodial interrogation is not required. No recovery is to be effected from him. It is, therefore, urged that the petition deserves to be allowed.

5. Status report has been filed. Learned State counsel assisted by

ASI Shishpal, who is present in Court has submitted that the petitioner has joined investigation on 10.09.2025 and his custodial interrogation is not required. It is also submitted that Providers Overseas Consultants Private Limited of which the petitioner is a Director is a distinct entity from Providers Education Consultants Services, which is owned and operated by accused Mandeep Singh.

6. Ms. Lovepreet Handa, Advocate appearing on behalf of the complainant has argued that the petitioner himself had entered into a mutual compromise during the course of inquiry and had agreed to return the disputed amount. This agreement was duly signed by him and the same established his complicity in the crime. It is, therefore, urged that the petition does not deserve to be allowed.

7. This Court has heard rival submissions made by learned counsel for the parties and have gone through the record.

8. The petitioner was not named in the complaint and accused Mandeep Singh, who was stated to be owner of one provider company along with Harvinder Singh was named in the FIR. It has come on record that accused Mandeep Singh was running 'Provider Education Consultants Services' whereas the present petitioner is Director of 'Providers Overseas Consultants Private Limited'. As per the additional affidavit filed today by the Deputy Superintendent of Police, Sub Division City-I, SAS Nagar, Mohali, these two entities are distinct ones. Meaning thereby that the petitioner has nothing to do with the company operated by the accused Mandeep Singh. Undisputedly, he had signed Annexure P-2 compromise during the course of inquiry on 02.01.2025 as per which he had agreed to

repay the amount of Rs.25 lakhs. However, in the additional affidavit as filed by the respondent/State today, it has been mentioned that company of the petitioner or the petitioner was not involved in the transaction of sending the brother of the complainant abroad. Rather it has come on record that accused Mandeep Singh had issued some cheques and given an amount of Rs.9 lakhs to the complainant to discharge his liability. In the circumstance peculiar to the case, when it prima facie appears that the petitioner was not involved in the entire transaction and he was not even named in the complaint, simply because his signatures were appended on Annexure P-2, no case for his pre-trial incarceration is made out, especially when according to Investigating Agency itself, his custodial interrogation is not required. It is well settled that pre-trial incarceration cannot be replica of post sentence period. With these observations and in the considered opinion of this Court, the petition is allowed and the order dated 03.09.2025, granting interim bail to the petitioner, is made absolute, subject to the conditions laid down in Section 482(2) of Bharatiya Nagarik Suraksha Sanhita (BNSS), 2023 (analogous to Section 438(2) of the Code of Criminal Procedure).

9. It is, however, clarified that the observations made hereinabove shall not be construed as an expression of opinion on the merits of the case.

10. Since the main petition has been disposed of, pending application, if any, is rendered infructuous.

(MANISHA BATRA)
JUDGE

31.10.2025

harjeet

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