IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

Sr. No.212

Case No. : CRM-M-42685-2025

Decided On : September 24, 2025

Sukhmander Singh @ Bobby .... Petitioner

vs.

State of Haryana .... Respondent

CORAM : HON'BLE MRS. JUSTICE SUKHVINDER KAUR.

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Present : Mr. Dinesh Kumar Chaudhary, Advocate
with Ms. Manju Goyal, Advocate
and Mr. Pankaj Goyal, Advocate
for the petitioner.

Mr. Sunny Namdev, AAG, Haryana.

Mr. Ashish Yadav, Advocate
for the complainant.

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SUKHVINDER KAUR, J. :

CRM-36530-2025 :

This is application under Section 528 the Bharatiya Nagarik Suraksha Sanhita (BNSS), 2023 for placing on record Compromise/ Agreement dated 01.09.2025 as Annexure P-7.

For the reasons mentioned in the application, the same is allowed and Annexure P-7 is taken on record, subject to all just exceptions.

The application stands disposed of.

Main Case :

Prayer in the present petition, filed under Section 482 of

BNSS, 2023, is for grant of anticipatory bail to the petitioner in FIR No.0331 dated 29.06.2025, under Sections 3(5), 316(2), 318(4), 319, 336(2), 336(3), 340 & 61 of the Bharatiya Nyaya Sanhita (BNS), 2023, registered at Police Station Sirsa City, District Sirsa.

The prosecution story, in brief, is that the complainant namely Virender Kumar Gagneja made statement before the police to the effect that the petitioner, who is his distant relative, along with other co-accused, introduced him to an Ayurvedic Company, which was dealing with several types of beauty products and many other kinds of products in the name of "KAPIVA", having crores of consumers all over the country. The complainant was told that this Company was very profitable and they all started persuading him to become a dealer/distributor of this Company in Sirsa District. They assured him completely that they were fully capable of giving dealership/distributorship of the Company in Sirsa and told him that the Company was earning a lot of money from the products sold by them. The complainant was further assured that he would be able to earn more than Rs.15 lakhs per month. Thereafter, accused no. 1 & 2 started contacting complainant repeatedly to make him dealer/distributor of the company in Sirsa and started alluring him in every way.

It was further alleged by the complainant that since the petitioner, being one of the relatives, was very well aware that the son of complainant had recently returned from UK, so he allured him by saying that if he would take the dealership/distributorship of that company in the name of his son, then there would be no need to send him back to UK and he would stay here with his family. The petitioner, along with other co-accused started visiting repeatedly in the house of complainant in Sirsa in this regard. Finally, due to the continuous pressure and assurance by the complainant, he agreed to take dealership/distributorship of the Company in Sirsa in the name of his son Keshav Gagneja. He was also informed that there was no dealer/distributor in Sirsa District yet and also assured that without their consent, the Company would not appoint anyone else as the dealer/distributor of the Company in Sirsa. The petitioner further promised that he would come to Sirsa three days in a week for marketing and would sell the Company's products and whatever profit would be made, half of it would be taken by petitioner and other co-accused and the remaining half would be given to complainant and that the complainant and his son would not face any problem.

Thereafter, in order to complete formalities, copies of Aadhaar card and PAN card of complainant's son, along wiht photos of their house and GYM with his son were taken. All the accused persons told the complainant that soon he would open a firm in the name of his son Keshav and would get its GST number. They further added that till receipt of GST number, they would sell the products on their GST number. In the meantime, the complainant was told to buy the products of Company by paying cash to them and they would make payment to the Company through their GST number. All the accused further informed the complainant that after becoming a dealer, he would have to pay at least Rs.1,00,000/- to the Company immediately, else his dealership/distributorship would be cancelled and he would not get it again. On the responsibility of near relatives, which were also related to the petitioner and the assurance given by all the accused, the complainant made payment of Rs. 1,00,000/- on 10.09.2024 in cash in the presence of his family members and his brother Bhartender Mohan. However, when the products did not reach the complainant after few days, then he contacted the accused persons but they did not pick his calls. Later, they picked calls and stated that it would take some time for the first time order and asked him to trust them. When again the products did not arrive after 4-5 days, the complainant contacted them again, upon which the accused told him that they ordered 200 pieces of Shilajit Gold directly from the company in his name and had delivered it to a person named Sakil in Bathinda and made profit of Rs. 24,000/-. They further told that he would get 50% profit i.e. Rs.12,000/- and the remaining 50% would be shared by all the accused among themselves. However, uptil now, the complainant did not receive any profit. When the complainant demanded his Rs.1,00,000/- and Rs.12,000/- (profit), he was told that they had received a new order of 2.25,000/- from Sakil and it was very important to deliver this order and if this order was delivered, then they would get big orders in future and said that they would adjust his 1,12,000/- in this new order.

The aforesaid behaviour of accused persons did not end and they kept prolonging payments to be given to the complainant on one pretext or the other. They usurped all the money received from different orders and did not give the complainant a single penny. The complainant found that all the accused persons were involved in a big fraud business and in connivance with the Company and its higher officials, they were cheating people. They had not only cheated the complainant alone, but many others also in the name of the Company. The complainant also came to know that none of the accused persons had ever been a dealer/distributor or ASM of the Company, as was posed by them. All of them together used to cheat innocent people in the name of the Company by opening fake firms and Companies in their own names and also by issuing fake bills and preparing fake papers. They were not only looting people's money but also cheating the government by committing GST scam and by preparing fake documents in the name of giving dealership/distributorship of the Company to innocent general public.

Aggrieved against all the aforesaid circumstances, the complainant made a complaint to the Company's office. Vice President (Sales) Kapiva namely Sh. Samarth Chudasama, talked with the complainant and told him that the Company had nothing to do with all whatever he had been told by the complainant. Rather, the Company was earning money by selling products. The complainant was further told that cheating was happening with people like complainant but not by the Company but by the petitioner and other co-accused, who were cheating in the market and had been fired from the job. The complainant further alleged that about Rs.10.25 lakhs and all the profit money of the complainant, was still due towards accused persons. On the basis of aforementioned allegations, the present FIR was registered.

Learned counsel for the petitioner contended that a civil dispute had been given criminal colour to pressurize the petitioner. The complainant, being an educated man, had entered into a commercial agreement with the petitioner out of his own sweet will and had willingly made the payments. However, the petitioner did not receive any amount in his account from the complainant. He further submitted that the petitioner was not an employee of the Company in question. He further urged that the petitioner is ready and willing to join the investigation. The petitioner is not required for any interrogation and also submitted that petitioner and complainant had already entered into a compromise.

However, on the last date of hearing i.e. 04.09.2025, adjournment was sought for placing on record compromise effected between the petitioner and the complainant, which has been placed on record as Annexure P-7.

Notice in this case was issued on 06.08.2025 and Status Report was called from the State, which was filed and placed on record on 04.09.2025. Learned State counsel opposed the present bail petition while contending that there are specific and serious allegations against the petitioner and fraud of more than Rs.10 lakhs had been committed.

The present bail petition has not been opposed by learned counsel for the complainant, who conceded that the matter has already been compromised between the petitioner and complainant.

Heard.

As per the allegations in the present FIR, the petitioner along with other co-accused, had cheated the complainant for a sum of about Rs.10

lakhs. A bare perusal of the Compromise (Annexure P-7), placed on record today in Court, reveals that the petitioner had paid a sum of Rs.2,50,000/- to the complainant in cash, being his 25% share, out of Rs.10 lakhs. This Compromise bears signatures of both the parties i.e. petitioner and the complainant.

So, in the peculiar facts and circumstances of the case, custodial interrogation of the petitioner is not required for any purpose and no useful purpose would be served by sending the petitioner behind the bars.

Accordingly, without commenting on the merits of the case, the present petition is allowed. In the event of arrest, the petitioner is ordered to be released on bail, on furnishing bail/surety bonds, to the satisfaction of the Arresting Officer/Investigating Officer, subject to the conditions, as provided under Section 482(2) of BNSS. It will be open for the Investigating Officer to call the petitioner to join investigation, if so required, by issuing a written notice in this regard. The petitioner shall also abide by the conditions mentioned in Section 482(2) of the BNSS.

However, nothing observed herein above shall be construed to be an expression of opinion on the merits of the case. The observations recorded above are only for the purpose of deciding the present bail petition.

Pending application(s), if any, shall stand disposed of along with the present petition.

September 24, 2025 **(SUKHVINDER KAUR)**
monika **JUDGE**

Whether speaking/reasoned ?	*Yes/No.*
Whether reportable ?	*Yes/No.*