IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

210

CRM-M-54260-2024
Date of Decision: 07.05.2025

Paramjit Kaur and another ...Petitioners

Versus

State of Punjab …Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Ms. Vaishali Thakur, Advocate for
Mr. Vivek Thakur, Advocate for the petitioners.

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

Mr. Gourav Verma, Advocate for the complainant.

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ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
191	08.09.2024	City Jagraon, District Ludhiana Rural	420, 406, 506, 467, 468 and 471 IPC

1. The petitioners apprehending arrest in the FIR captioned above have come up before this Court under Section 482 of Bharatiya Nagarik Suraksha Sanhita, 2023, [BNSS], seeking anticipatory bail.

2. Vide order dated 29.10.2024, the petitioners were granted interim bail, which continues to date.

3. The facts and allegations are being taken from the translated copy of FIR annexed with the bail petition as Annexure P-1, which reads as follows:

> *"Statement of Manpreet Singh son of Ranveer Singh son of Hamek Singh Resident of Village Jandiali Police Station Focal Point Jamalpur, Ludhiana Tehsil and District Ludhiana Age about 33 years Mobile No. 81960-xxxx. Stated that I am resident of the aforesaid address, and running a mobile repair shop in the village itself. I was willing to go abroad, on which I contacted my aunt's acquaintance agent Paramjit Kaur wife of Surinderpal Singh and Surinderpal Singh residents of Dana Mandi Road Sherpur Chowk Jagraon who is running Guru Nanak Air Travel at Dana Mandi Road and has opened its office at Sherpur Chowk Jagraon. On which on 25.09.2023 I accompanied my village friend Manpreet Singh Boparai son of Bhola Singh resident of Jandiali, went to the office of the said travel agents in Jagraon,*

where I met agent Paramjit Kaur and her husband agent Surinderpal Singh in their office, with whom I talked about going to Canada, for which I was told about the total cost of sending me to Canada is Rs.16,00,000/- (16 lakhs), apart from this, they told me that cost of getting insurance and ticket had to be paid separately and the deal was done between the parties. Travel agent Paramjit Kaur and her husband Surinderpal Singh asked for my original passport, photocopies of other documents and photos etc. from me to apply for papers to go to Canada. Paramjit Kaur and Surinderpal Singh have my original passport, along with other documents and gave them to the office. Then on 10.10.2023 according to the agent Paramjit Kaur I transferred 02 lakhs from my bank State Bank of India from my account number 416768xxxxx to the bank account number 201018xxxxx Indosad Bank Branch Jagraon of the agents firm Sri Guru Nanak Travel Jagraon. Then on 16.01.2024, Paramjit Kaur and Surinderpal Singh sent a paper to my WhatsApp, in which it was written about applying for my Canada visa on 08.12.2023. Then agent Paramjit Kaur and Surinderpal Singh told me to send 07 lakh rupees to our account, your passport is to be sent to the bank. On which on 08.04.2024 I transferred 07 lakh rupees from my bank SBI account to the bank account number 20101xxxxx Indosad Bank Branch Jagraon of agents firm Sri Guru Nanak Air Travel. When I asked these agents Paramjit Kaur and Surinderpal Singh about the GCK number related to my visa, Paramjit Kaur and Surinderpal Singh did not give me any satisfactory answer. Then I tried to inquire about the process regarding my departure, so he stopped picking up the phone. Then Paramjit Kaur called me on 19-05-2024 that your visa has been stamped, you should give me the ticket and insurance money, but you will not transfer this amount to our account, come to our office and give it in cash. Paramjit Kaur sent a copy of a return ticket on 20-05-2024 to go to Vancouver Canada on 20.06.2024 and to return to Delhi on 20.08.2024 via my WhatsApp. The agents who sent me the visa papers and the copy of the ticket, I checked them on the embassy's app and they were found to be wrong, after that I called Paramjit Kaur and Surinderpal Singh and told them about the wrong papers, but Paramjit Kaur and Surinder Pal Singh said that it cannot be, we have given you the original papers only. Here I also want to mention that agents Paramjit Kaur and Surinderpal Singh have now changed the name of their office to Sidhu & Sons Travel Advisor. Then I made arrangements with Paramjit Kaur and Surinderpal Singh to return my payment and passport etc. They took time up to 10.07.2024 to return my original passport and 26.09.24 to return the remaining amount, but Paramjit Kaur and her husband Surinderpal Singh did not return my passport and other documents *till 10.07.24, and when I coordinated with Paramjit Kaur and Surinderpal Singh, they said that you may do whatever you wish, we will not return your money or passport etc. and on the contrary they are also threatening that we will register such a case against you that you cannot go abroad all your life. Paramjit Kaur and Surinderpal Singh got transferred Rs.9 lakh from me to their bank account and failed to sent me to Canada after taking my passport and other documents, and by sending photocopies of fake documents related to visa, they have committed forgery and cheated me in the name of sending abroad, he cheated and used the money given by me for their personal benefit. Appropriate legal action should be taken against them. The statement has been recorded, which is heard and the same is correct."*

4. The petitioners' counsel prays for bail by imposing any stringent conditions. The petitioners' counsel argued that the custodial investigation would serve no purpose whatsoever and the pre-trial incarceration would cause an irreversible injustice to the petitioners and their family.

5. Counsel for the petitioners seeks bail on the ground that out of the alleged amount of Rs. 9 lakhs, without conceding and admitting, the petitioners have deposited a sum of Rs.4 lakh before the concerned trial Court.

6. Counsel for the complainant opposes the bail on the ground that the passport and the aforesaid amount has not been returned to the complainant and the entire amount is yet to be recovered.

7. Counsel for the petitioners submits that the passport has been handed over to the investigator and they would fully cooperate with the investigator regarding recovery of the balance amount without conceding and admitting.

8. The State's counsel opposes bail.

REASONING:

9. Out of the alleged amount, Rs.4 lakhs has already been deposited by the petitioner pursuant to order of this Court. There is sufficient primafacie evidence connecting the petitioners with the alleged offense; still, it is neither a case for custodial interrogation nor pre-trial incarceration. Although the evidence might be prima facie sufficient to launch prosecution or to frame charges, but this Court is not considering the evidence at that stage but is analyzing the same for the bail stage.

10. The petitioners were granted interim protection, and during the interregnum, there is no allegation that they had intimidated the witnesses, hampered the investigation, or,

despite being called to join the investigation, did not appear before the investigator. Given the above, there would be no justification to discontinue the interim protection, which is made absolute subject to the petitioners complying with the terms of the bail order and the following additional conditions and with the following observations:

(i) The investigator shall hand over the passport to the complainant.

(ii) The investigator shall find out the amount which is the proceeds of crime and shall take necessary steps to recover the same and in case, the investigator wants to freeze the bank accounts of the petitioners to that extent that the money is attributed to them, which is yet to be recovered, he shall be permitted to do so and all the Bank Managers shall fully cooperate with the investigator.

(iii) In case, the complainant files an application before the trial Court for releasing of the amount deposited by the petitioners, then the trial Court shall consider such application sympathetically if complainant found entitled to release in his favour with the condition that the amount shall be deposited in a fixed deposit with automatically renewal clause in any bank where the stacks of the government are more than 50% with the undertaking that if the money is not found to be that of the complainant, then the money along with interest shall be returned back to the petitioners from where the money was recovered.

(iv) It is further clarified that in case the investigator does not take steps to recover the proceeds of crime, it shall be permissible for the complainant to file a representation to the concerned Senior Superintendent of Police and in case the petitioners do not cooperate with the investigator, it shall also be permissible for the investigator to file an application for cancellation of bail before the trial Court/Illaqa Magistrate, who shall be authorized and competent to cancel the bail granted by this Court.

(v) The petitioners are directed to join the investigation within seven days and as and when called by the Investigator. The petitioners shall be in deemed custody for Section 27 of the Indian Evidence Act. The petitioners shall join the investigation as and when called by the Investigating Officer or any Superior Officer and shall cooperate with the investigation at all further stages as required. In the event of failure to do so, the prosecution will be open to seeking cancellation of the bail. During the investigation, the petitioners shall not be subjected to third-degree, indecent language, inhuman treatment, etc.

11. **Petition allowed** in terms mentioned above. Interim order dated 29.10.2024 is made absolute. All pending applications, if any, stand disposed of.

(ANOOP CHITKARA)
JUDGE

07.05.2025

Jyoti-II	Whether speaking/reasoned:	Yes
	Whether reportable:	No.

JYOTI
2025.05.12 10:39
I attest to the accuracy and integrity of this order/judgment.