

**THE COURT OF POONAM BANSAL,
ADDITIONAL SESSIONS JUDGE, GURDASPUR**

CIS No. BA/1903/2025
CNR No. PBGD01-004497-2025
Date of Decision:16/05/2025

Amarjit Singh Versus State of Punjab

FIR No.39 Dated 29.03.2025
U/Ss 420, 120-B IPC
Police Station:-Qadian, Batala.

First application for bail under Section 482 BNSS

Present: Sh. Robin Sethi, Advocate, counsel for applicant
Shri Vikram Kashyap, Ld. Additional P. P for State

ORDER

1. This order of mine shall dispose off an application having been filed by applicant-accused **Amarjit Singh** seeking bail in view of provisions of Section 482 of BNSS in the above noted case.
2. Notice of the application was issued to the State and police record produced.
3. Learned counsel for the applicant has argued that applicant is innocent and he has been falsely implicated. The applicant/accused has nothing to do with the present FIR and even there is no such allegations leveled in the FIR to make the applicant/accused, even then the applicant/accused has been named as accused in the FIR at the instance of complainant. The applicant/accused is maternal uncle of Kiranpreet Kaur and has nothing to do with the dispute between the complainant and Kiranpreet Kaur and her parents. The applicant/accused being close

relative of Kiranpreet Singh has been implicated in the false case. The FIR has been got registered just to put pressure upon the applicant/accused and her niece to fulfill the illegal demand of the complainant and to pay him the huge amount as demanded by him. In fact, complainant herself has asked and insisted for separation and divorce from the niece of the petitioner. The present FIR is the result of political pressure. Nothing is to be recovered from applicant/accused. He has further argued that the applicant is ready and willing to join the investigation. Accordingly, he has prayed for concession of anticipatory bail to the applicant.

4. On the other hand learned Additional PP for the State has opposed the bail application on the ground that the applicant has caused huge loss to the complainant and entire matter requires thorough investigation for which custodial interrogation of the applicant is necessary. Accordingly, he has prayed for dismissal of the bail application.

5. Rival contentions of both the sides have been heard and the record perused with due care and circumspection.

6. Perusal of police record reflects that the present FIR has been registered on the basis of complaint/application moved before the police by the complainant Simranjit Singh, wherein, he mentioned that his marriage was solemnized with Kiranpreet Kaur on 30.07.2018 according to Sikh Rites and Ceremonies in a Gurdwara Pipali Sahib, Amritsar in a simple manner. No dowry articles were

given or taken either at the time of marriage or thereafter at any point of time. The marriage was also got registered in the office of Registrar of Marriages in Amritsar. After the solemnization of the marriage, the complainant and Kiranpreet Kaur cohabited and resided together as husband and wife at Amritsar but no child was born out of the said wedlock. At the time of marriage, it was settled between complainant and the accused that soon after their marriage, Kiranpreet Kaur will go to Canada and will call the complainant there. Accused No.1 Kiranpreet Kaur and her family members demanded from the complainant an amount of Rs. 22,00,000/-for this purpose with the promise to return the same within few months. Thereafter the complainant paid Rs.22 lakhs to the above said accused NO.1 and her family members from time to time and out of which, some amount was paid in cash and some amount was transferred by the complainant from his bank accounts lying with Oriental Bank of Commerce at Attari Branch and ICICI Bank at Attari Branch in the account of the father of the accused NO.1 namely Manjeet Singh (Accused No.2) lying at State Bank of India and some amount was also transferred in the account of the accused No.1 lying at National Bank of Canada as per the demands and wishes of the accused Kiranpreet Kaur, Manjit Singh and the maternal uncle/Mama namely Amarjit Singh also stood as a guarantor for the above said amount of Rs. 22 lakhs. At the time of receiving the above said huge amount, it was assured/promised by

accused Kiranpreet Kaur and her family members that she will call the complainant to Canada but later on she has failed to do so. Thereafter, the act, conduct and behaviour of accused Kiranpreet Kaur and her other relatives became rude, harsh and cruel. The accused persons started misbehaving with the complainant on petty matters. Kiranpreet Kaur used to give filthy abuses to the complainant during her stay in the matrimonial home and she also sued to threat the complainant to involve him and his other family members in some false and frivolous criminal case. After 25 days of the marriage, accused Kiranpreet Kaur left the company of the complainant and went to Canada. Since then, she is residing in Canada. Kiranpreet Kaur has flatly refused to call the complainant to Canada and has also dishonestly misappropriated the huge amount of the complainant. However, on 6.10.2022, due to the interference of family members, relatives and other respectable persons of the society, the matter was compromised and Kiranpreet Kaur and her father have returned Rs.5.00 Lakhs to the complainant out of total amount of Rs.22 Lakhs and it has been agreed by the father of Kiranpreet Kaur that he will return the remaining amount of Rs.17 Lakhs to the complainant within few days. In this respect, an agreement dated 6.10.2022 was also duly executed by the father of Kiranpreet Kaur. Despite of aforesaid agreement, the accused party have failed to return balance amount to the complainant. Thereafter, many compromises were effected between the parties but accused

party failed to return the balance amount. Accused party neither returned the balance amount to the complainant nor called him Canada as promised by them. With these allegations, the present FIR has been registered against accused Kiranpreet Kaur, Manjit Singh, Sukhjit Kaur and Amarjit Singh.

7. As per the allegations of the prosecution, complainant was married with accused Kiranpreet Kaur on 30.07.2018 in a simple manner. No dowry articles were given or taken either at the time of marriage or thereafter at any point of time. After the solemnization of the marriage, the complainant and Kiranpreet Kaur cohabited and resided together as husband and wife at Amritsar but no child was born out of the said wedlock. At the time of marriage, it was settled between complainant and the accused that soon after their marriage, Kiranpreet Kaur will go to Canada and will call the complainant there. Accused Kiranpreet Kaur and her family members demanded from the complainant an amount of Rs. 22,00,000/-for this purpose with the promise to return the same within few months. Thereafter the complainant paid Rs.22 lakhs to Kiranpreet Kaur and her family members from time to time and out of which, some amount was paid in cash and some amount was transferred by the complainant from his bank accounts in the account of the father of Kiranpreet Kaur namely Manjeet Singh and some amount was also transferred in her account on the demands and wishes of the accused party. Applicant/accused Amarjit Singh was also stood as a guarantor for

the above said amount of Rs. 22 lakhs. At the time of receiving the above said huge amount, it was assured/promised by accused Kiranpreet Kaur and her family members that she will call the complainant to Canada but later on she has failed to do so. After 25 days of the marriage, accused Kiranpreet Kaur left the complainant of the complainant and went to Canada. Since then, she is residing in Canada. Kiranpreet Kaur has flatly refused to call the complainant to Canada and has also dishonestly misappropriated the huge amount of the complainant. However, on 6.10.2022, due to the interference of family members, relatives and other respectable persons of the society, the matter was compromised and Kiranpreet Kaur and her father have returned Rs.5.00 Lakhs to the complainant out of total amount of Rs.22 Lakhs and it has been agreed by the father of Kiranpreet Kaur that he will return the remaining amount of Rs.17 Lakhs to the complainant within few days. An agreement dated 6.10.2022 was also duly executed by the father of Kiranpreet Kaur. Despite of aforesaid agreement, the accused party have failed to return balance amount to the complainant. Thereafter, many compromises were effected between the parties but accused party failed to return the balance amount. Accused party neither returned the balance amount to the complainant nor called him Canada as promised by them. In view of the entire facts and circumstances, it has been established that applicant/accused in connivance with other accused after receiving Rs.22 lakhs from the complainant party,

neither returned the amount nor called Simarnjit Singh abroad and has committed cheating with the complainant and caused loss to him to the tune of Rs.17 Lakhs (Rs.5 Lakhs already returned to complainant). Connivance of the applicant/accused being **guarantor** stands established. Applicant/accused has been specifically named in the FIR. Specific allegations have been levelled against him. There has been constant rise in instances of such educated unemployed youth and even young students being duped by unscrupulous elements by promises of jobs and good education and fortune abroad. Thus, a thorough probe is required into the matter for which custodial interrogation of the applicant is required. Hence, this court is of the considered opinion that there are direct and serious allegations against the applicant and no ground for grant of anticipatory bail to the accused/applicant is made out. The court is of the opinion that granting anticipatory bail to the accused at this stage would rather hinder the process of investigation. Accordingly, the instant bail application filed by the applicant stands dismissed. File be consigned to the record room.

Pronounced
Dated:-16/05/2025.
Prem Kumar, Stenographer-II

(Poonam Bansal)
Additional Sessions Judge,
Gurdaspur (UID No. PB0190)

