



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

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CRM-M-11751-2025

Date of decision: 02.05.2025

Amarjit Kaur

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Ms. Manjot Kaur, Advocate, for the petitioner.

Mr. Jasdev Singh Thind, DAG, Punjab.

ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
326	15.11.2024	Patran, District Patiala	406, 420, 120-B IPC

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

2. In paragraph 16 of the bail petition, the accused declares that he has no criminal antecedents.

3. The facts and allegations are taken from the reply dated 17.03.2025 filed by the State, which reads as follows:

“6. That the brief facts of the case are that the complainant Paramjit Kaur wife of Manjit Singh along with other complainants namely Premo Devi, Manju Rani, Rano Kaur, Lakhwinder Kaur, Saroj Rani, Sukhwinder Kaur, and Sarabjit Kaur filed a complaint alleging that the petitioner Amarjit Kaur and her accomplice Kulwinder Kaur approached them claiming they needed money but could not get loans sanctioned in their own names. The petitioner and her accomplice represented that they had good connections with finance companies and offered to arrange loans in the complainants' names, promising to return the loan amount and handle all installment payments themselves. The complainants, believing these representations, agreed to this arrangement and obtained loans in their names, subsequently handing over the loan proceeds to the petitioner Amarjit Kaur and her accomplice Kulwinder Kaur. However, after some time, the petitioner Amarjit Kaur and her accomplice Kulwinder Kaur failed to pay the installments as promised, resulting in outstanding loan amounts against the complainants' names. Upon receipt of these allegations, an



inquiry was conducted by Superintendent of Police, PBI, Economic and Cyber Crime, Patiala.”

4. The petitioner’s counsel submits that the prosecution story is unbelievable and unsustainable in the eyes of law because the complainant had got loan sanctioned on their names and the petitioner was not responsible to pay the installments. He further submits that the entire dispute is civil in nature and there is no question of any breach of trust or any criminal conspiracy. He also submits that the petitioner is a woman, aged 53 years, has clean antecedents, her custodial interrogation is not required and the case is triable by Magistrate.

5. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that pre-trial incarceration would cause an irreversible injustice to the petitioner and her family.

6. State counsel opposes the bail and refers to reply dated 17.03.2025 and also refers to subsequent status report dated on 29.04.2025 filed on asking of the Court.

REASONING:

7. I have heard counsel for the parties and gone through the record. An analysis would lead to the following outcome:

8. It would be appropriate to refer to following portions of the reply dated 17.03.2025, which reads as follows:

“7. That the meticulous inquiry was conducted on the basis of statements received from complainants/victims namely Paramjit Kaur, Lakhwinder Kaur, Sukhwinder Kaur, Raj Kaur, Manju Rani, Rano Kaur, Premo Devi, and statement maker Saroj Rani. It is pertinent to mention that certain complainants/victims, specifically Rakhi (wife of Akash, resident near Shiv Mandir Patran), Murti Devi (wife of Prem Chand, resident of Lakhowali Basti Patran), Renu (wife of Davinder Kumar, resident of Anaj Mandi Patran), Sarabjit Kaur (wife of Balwinder Singh, resident of Patran), Rinki Rani (wife of Gurjit Singh, resident of Ward No.02, Shiv Mandir Patran), and Santosh (wife of Satveer Singh, resident of Ward No.06, Narwana Road, Anaj Mandi Patran), did not participate in the investigation for various reasons.

8. That upon examination of the statements of the complainants/victims and the records presented by them, it has been established that the petitioner Amarjit Kaur and co-accused Kulwinder Kaur, acting in conspiracy and collusion with each other, gained the trust of the complainants/victims by representing that they had good connections with employees of finance



companies that approve loans. That the petitioner along with her accomplice represented that they were in urgent need of funds and proposed an arrangement whereby they would facilitate loan approvals in the names of the complainants/victims, utilize the loan proceeds themselves, and undertake responsibility for repayment of all loan installments.

9. That the complainants/victims, placing trust in these representations, consented to the proposed arrangement. As per the complainants' statements, the petitioner Amarjit Kaur and co-accused Kulwinder Kaur, through their purported connections with employees of finance companies, and in some instances by personally accompanying the complainants/victims to the finance companies/banks where the said employees were known to the petitioner and co-accused, secured loan approvals in the names of the complainants/victims and obtained the loan amount.

10. That the petitioner Amarjit Kaur and her co-accused Kulwinder Kaur defaulted on repayment of loans obtained in the complainants' names. These defaults include: two loans in the name of Paramjit Kaur for the amount Rs.31,865/-, two loans in the name of Raj Kaur for the amount Rs.52,459/-, three loans in the name of Premo Devi for the amount Rs.90,849/-, one loan in the name of Manju Rani for the amount Rs.58,733/-, two loans in the name of Rano Kaur for the amount Rs.36,715/-, three loans in the name of Saroj Rani for the amount Rs.167,985/-, six loans in the name of Lakhwinder Kaur for the amount Rs.178,878/-, and four loans in the name of Sukhwinder Kaur for the amount Rs.96,559/-. The total outstanding amount is Rs.7,68,259/-.

11. That the petitioner Amarjit Kaur and her daughter Kulwinder Kaur have misappropriated the loan proceeds for their personal use while deliberately defaulting on the promised installment payments. The total outstanding amount across various financial institutions stands at Rs.7,68,259/- for which the complainants/victims are liable.

12. That the inquiry officer further concluded in his inquiry report that the petitioner Amarjit Kaur and Kulwinder Kaur have perpetrated this fraud against 14 economically disadvantaged women who are employed as laborers, many of whom possess limited education or are entirely illiterate and unfamiliar with financial documentation. Therefore, by exploiting their educational disadvantage, the petitioner and co-accused established trust in them, secured loans in their names, and by defaulting on repayment, committed criminal breach of trust and fraud pursuant to a well-orchestrated conspiracy.”

9. On 18.03.2025, this Court had observed that the reply did not mention that how



the victim had transferred the money to the accused's account. On this, a fresh reply dated 29.04.2025 has been filed, in which it is mentioned that the investigation has been conducted on this aspect and it would be appropriate to refer following portions of the reply, which reads as follows:

"6. That pursuant to the orders of this Hon'ble Court, it is hereby apprised to the Court that inquiry into the complaint was conducted by Deputy Superintendent of Police, PBI and Economic and Cyber Crime, Patiala. During the inquiry, it came to light that the petitioner Amarjit Kaur and her co-accused daughter Kulwinder Kaur employed a consistent methodology to obtain loan proceeds from the victims. The petitioner and co-accused first established trust with financially vulnerable women in their community, often those with limited education and financial literacy. They then approached these women with a proposition that loans would be taken in the victims' names for the petitioner's personal use, with the petitioner falsely undertaking responsibility for all loan repayments.

7. That during the inquiry, it was established that in the case of complainant Paramjit Kaur, the petitioner Amarjit Kaur and her daughter Kulwinder Kaur first invited her to their house on 19.02.2023, where two representatives from Shubh Lakshmi Finance Company were already present. The complainant was made to sign loan application forms at the petitioner's residence. The next day, on 20.02.2023, they took the complainant to the Shubh Lakshmi TED Finance Company office located in front of Lehra Police Station. After the complainant signed additional documents, the company opened an account in her name and provided her with an ATM card and a loan card. The petitioner Amarjit Kaur then took possession of these documents and directly withdrew Rs.35,000/ loan amount. Similarly, for a second loan of Rs.35,000/- from Bharat Finance Company in July 2023, the inquiry revealed that the petitioner and co-accused took the complainant to the finance company near Kali Mata Mandir in Patiala, had her sign loan documents, and upon approval of the loan, took the money directly from the complainant. The inquiry established that as per the complainant's statement, the petitioner Amarjit Kaur initially paid the installments for the Shubh Lakshmi Finance Company loan until 10.05.2024, but thereafter defaulted on payments. Similarly, for the Bharat Finance Company loan, the petitioner stopped making payments after May 2024. The complainant began receiving calls from both finance companies regarding unpaid installments, with outstanding balances of Rs.14,848/- for Shubh Lakshmi Finance Company and Rs.17,017/- for Bharat Finance Company, totaling Rs.31,865/-.

8. That the inquiry further revealed that for complainant Raj Kaur, the



petitioner and co-accused arranged two separate loans Rs.50,000/- from Aashirwad Finance Company, Patran and Rs.30,000/- from Fusion Finance Company, Sangrur. After loan approval, the petitioner and co-accused took physical possession of the loan proceeds from the complainant, with explicit promises to handle all installment payments. As per the complainant's statement, the petitioner Amarjit Kaur and her daughter Kulwinder Kaur initially made some installment payments but subsequently defaulted entirely, leaving the complainant responsible for the outstanding balance of Rs.37,508/ for Aashirwad Finance Company and Rs. 14,951/ for Fusion Finance Company, totaling Rs. 52,459/-.

9. That the inquiry established that for complainant Premo Devi, the petitioner and co-accused arranged three separate loans Rs.40,000/- from Share India Fincap Private Ltd. Lehragaga, Rs.35,000/- from IDFC Bank, Samana, and Rs.50,000/- from Ujjivan Small Finance Bank, Sangrur. In each instance, after loan approval, they took physical possession of the disbursed amount, explicitly promising to handle all installment payments themselves. However, the inquiry revealed that after making initial payments to establish a pattern of reliability, the petitioner and co-accused stopped making payments on all three loans, resulting in outstanding balances of Rs.21,400/- for Share India Fincap Private Ltd., Rs.31,804.66/- for IDFC Bank, and Rs.37,645/- for Ujjivan Small Finance Bank, totaling Rs. 90,849.66/-.

10. That in the case of complainant Manju Rani, the inquiry determined that the petitioner and co-accused facilitated a loan of Rs.80,000/- from DVARA-KGFS, Lehragaga, and upon approval, physically took the loan proceeds from the complainant with assurances of handling all repayment obligations. The inquiry revealed that after making some initial installment payments, the petitioner and co-accused stopped making payments altogether, resulting in an outstanding balance of Rs.58,732.92/-, which the complainant is now being held liable for by the finance company.

11. That in the case of complainant Rano Kaur, the inquiry established that the petitioner and co-accused arranged two loans – Rs.35,000/- from Fincare Small Finance Bank, Lehragaga and Rs.35,000/- from Ather Microfinance Private Limited, Lehragaga. After loan approval, they took physical possession of the disbursed amounts, explicitly assuring the complainant that they would repay all installments. After making some initial payments to maintain the complainant's trust, the petitioner and co-accused stopped making payments, resulting in outstanding balances of Rs.19,378/- for Fincare Small Finance Bank and Rs.17,337/- for Ather



Microfinance Private Limited, totaling Rs.36,715/-.

12. That in the case of complainant Lakhwinder Kaur, the inquiry determined that the petitioner and co-accused facilitated six separate loans from various financial institutions: Rs.40,000/- from Aashirwad Micro Finance Ltd., Patran, Rs.50,000/- from Jivan Bank, Sangrur; weekly loans from IndusInd Bank Patran totaling Rs.67,891/- (in four separate loan accounts), Rs.35,000/- from IDFC Bank Samana, Rs.35,000/- from DVARA, Lehragaga, and Rs.65,000/- from Muthoot Finance, Patran. In each instance, they took physical possession of the disbursed amounts with firm assurances that they would handle all repayment obligations. The inquiry established that the petitioner made some initial payments but subsequently defaulted on all six loans, resulting in outstanding balances of Rs.17,073/ for Aashirwad Micro Finance Ltd., Rs.28,600/- for Jivan Bank, Rs.15,500/- and Rs.13,821/- for Indusind Bank weekly loans, Rs.25,120/- for IDFC Bank, Rs.25,845/- for DVARA, and Rs.52,919/- for Muthoot Finance, totaling Rs.178,878/-.

13. That in the case of complainant Saroj Rani, the inquiry established that the petitioner and co-accused arranged three loans Rs.50,000/- from Share India Fincap Private Ltd., Lehragaga, Rs.70,000/- from DVARA-KGFS, Lehragaga, and Rs.50,000/- from L&T Finance Limited, Lehragaga. In all three instances, they took physical possession of the disbursed amounts with explicit promises to handle all repayment obligations. The inquiry revealed that for the L&T Finance loan, only a single installment was paid before the petitioner and co-accused defaulted. For the other loans, after making some initial payments, they ceased making any further payments, resulting in outstanding balances of Rs.41,850/- for Share India Fincap, Rs.66,335.89/- for DVARA-KGFS, and Rs.59,800/- (including accrued interest) for L&T Finance, totaling Rs.167,985.89/-.

14. That for complainant Sukhwinder Kaur, the inquiry determined that the petitioner and co-accused facilitated four separate loans Rs.40,000/- from Share India Fincap Private Limited, Lehragaga, Rs.40,000/- from Midland Microfin Limited, Samana, Rs.50,000/- from Ujjivan Small Finance Bank, Sangrur; and Rs.35,000/- from Subhlakshmi Fincare Small Finance Bank, Lehragaga. Notably, in the case of the loan from Ujjivan Small Finance Bank, the petitioner took only Rs.25,000/- (half of the loan amount) while the complainant retained the remaining half. The inquiry revealed that for the Ujjivan Small Finance Bank loan, there was an arrangement whereby both the petitioner and complainant would share responsibility for repayment. The complainant stated that she had paid 12



installments herself, but the petitioner failed to fulfill her share of the obligation. For the other three loans, after making some initial payments to establish trust, the petitioner and co-accused defaulted entirely, resulting in outstanding balances of Rs.12,585/-for Share India Fincap, Rs.36,891/- for Midland Microfin, Rs.25,000/- for Ujjivan Small Finance Bank, and Rs.21,366/ for Subhlakshmi Fincare, totaling Rs.96,559/-.

15. That in the case of complainant Sarbjit Kaur, the inquiry established that the petitioner and co-accused arranged two loans – Rs.50,000/- from Share India Fincap Private Ltd., Lehragaga, and Rs.35,000/-from IDFC Bank, Samana. After loan approval, they took physical possession of the disbursed amounts with firm assurances that they would handle all repayment obligations. After making some initial payments to maintain the complainant's trust, the petitioner and co-accused defaulted on both loans, resulting in outstanding balances of Rs.23,650/- for Share India Fincap and Rs.30,567/- for IDFC Bank, totaling Rs.54,217/-.”

10. A reading of the evidence collected so far clearly points out that the petitioner had conspired to cheat the innocent people belonging to the vulnerable classes and befooled them. Their conduct has specters which shows similar strategies adopted against all the victims. Thus, the petitioner did a thuggee of amount to the tune of Rs.7,68,259/- and recovery is yet to be effected, as such, the petitioner is not entitled to bail.

11. A perusal of the bail petition and the documents attached prima facie points towards the petitioner's involvement and does not make out a case for anticipatory bail. The impact of crime would also not justify anticipatory bail. Any further discussions will likely prejudice the petitioner; this court refrains from doing so.

12. Any observation made hereinabove is neither an expression of opinion on the case's merits nor shall the trial Court advert to these comments.

13. **Petition dismissed.** Interim order dated 03.03.2025 is recalled. All pending applications, if any, are disposed of.

14. Further investigation be carried out to recover the proceeds of crime and for that purpose, in case the investigator needs to ask for freezing of the accounts of the petitioner and other accused, the same shall also be done to the extent of the amount attributed to the accused. All the concerned Bank Manager(s) are directed to fully cooperate with the investigator in this regard.

(ANOOP CHITKARA)
JUDGE

02.05.2025/Jyoti-II

Whether speaking/reasoned: Yes
Whether reportable: No.