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

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Date of decision: August 19, 2025

Amit Sharma @ Rakesh Kumar

....Petitioner

versus

State of Punjab

....Respondent

**CORAM: HON'BLE MR. JUSTICE SUMEET GOEL****Present:-** Mr. Anil Kumar Sagar, Advocate for the petitioner.

Mr. Jaypreet Singh, DAG Punjab.

Mr. Jaswinder Singh Rana, Advocate for the complainant.

**\*\*\*\*\*****SUMEET GOEL, J. (ORAL)**

1. Present petition has been filed under Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (for short 'BNSS') for grant of regular bail to the petitioner in case FIR No.197 dated 03.12.2024, registered under Sections 406, 420, 120-B of the Indian Penal Code, 1860 (for short 'IPC') and Section 24 of the Immigration Act, at Police Station Phase-1, District SAS Nagar.

2. The case set up in the FIR in question (as set out in the present petition by the petitioner) is as follows:

*"Today one complaint bearing no. 7135/S/SSP Dt. 24.10.2024 was received from Nawab Yadav S/o Bal Krishan Yadav R/o House No. 179, Village Pandwala Khurd, Police Station Chhavala, Tehsil Najavgarh, New Delhi-110043 now residing at House No. 653/22, Lane No. 9, Shivaji Park, Khandasa Road, Gurugram-122001 through SSP Sahib, SAS Nagar (Mohali) handed over to ASI Tavinder Singh 803/SAS Nagar for registration of FIR which is described as, To, The Commissioner Police,*

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*Crime Branch, Gurugram, Subject:- Complaint against Rudraksh Group & Rd. Consultant. Complaint against Rakesh Rikhi Owner of Rudraksh Group, Biram Dass Proprietor RD Consultant, Sumit Proprietor of Rudraksh, Bhupinder Singh Proprietor of RD Enterprises All at SCO 15-16, Top Floor, phase-1, Sahibzada Ajit Singh Nagar (Mohali), Punjab-160055 for criminal breach of trust, cheating, loud, misrepresentation and sir, that the accused are visa consultants and placement agency under the name and style of Rudraksh Group (Overseas Solutions) having its registered office at SCO 15-16, Top Floor, phase-1, Punjab-160055. The accused offered placement abroad to the undersigned complainant and his wife. Accused company through it's sales manager asked me and my wife to share the documents to assess the eligibility for placement abroad which we shared with the accused who informed me that jobs are available for me and my wife and asked us to visit their office in Mohali. Once we reached their office, we were introduced to Ms. Komal Dhiman, counselor of the company who showed the brochure and portfolio showing all the foreign visa, PR, foreign Citizenships, Foreign Employment opportunities, and other related services offered by the company and claimed that they had collaboration with its sister concern 'RD Consultant to successfully arrange placements abroad for its clients within a period of Ninety (90) days and would arrange a suitable job abroad for us. Accused offered to provide foreign jobs and visa facilitation to complainants for INR 16,30,000/-, Accordingly, believing in the promises of the accused, complainants paid a token amount of INR 30,000/- as transferred from Indusind credit card 10.01.2023. Accused company through its Counselor Ms. Komal Dhiman briefed us about the process for getting placement abroad and visa formalities. In fact to win our confidence, she informed us that his candidature had been accepted by a reputed company named Rexpack Foce Production Pvt. Ltd. in Scarborough, Canada and brought he offer letter purportedly dispatched from the employer in Canada who as per the claim of the accused issued the offer letter to me for the post of accountant in its company. That the accused got the said offer letter signed by me but deliberately did not share the copy of the said offer letter and all other documents like LMLA, Visa letter stating that everything could be shared after Visa stamping on passport. To win my confidence, accused uploaded my and my wife's flies on the company's portal which could be accessed with the passwords generated and shared by accused to enable us to check the updates upgrading the status of our visa applications. Further I also received an email from Parcel nger in which courier's tracking number was mentioned as was marked to me. In respect of the courier purportedly sent by the Canada based company offering me job which the accused projected that it was my offer letter which as per them had been dispatched by my prospective employer from Canada. On 16.01.2023, accused informed to me that I would receive a call from Canada for job and visa formalities to verify/confirm the profile and salary. On 19.01.2023 I got a call from number +1-778-216-2345 wherein caller asked me job related questions and projected as if he was calling from Canada which is a part of Visa and placement process after winning my confidence by projections, the assurances and maverick, accused demanded an amount of Rs. 16,30,000/-towards visa and placement services and security deposit, stating that the same was refundable on completion of the assignment. Accordingly, I transferred from AXIS Bank A/c No.917010071535281) on 24.01.2023 an amount of Rs 10,00,000/- and on 27.01.2023 another sum of Rs.6,00,000/- through various modes in*

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*favour of the accused/company making a total payment of Rs. 16,30,000/ partly as placement and visa facilitation charges and partly as security deposit both for me and my wife. The terms of understanding between accused/company, me and my wife were reduced in an agreement dated 27.01.2023 with clauses to the effect that on completion of work the security deposit would be refunded back to the candidate without any financial benefit and incase of failure/nil success, there money as paid by the candidate would be refunded to him within 15 to 20 days. Accused handed to me a security cheque dated 05.07.2023 of the bank account of their subsidiary company i.e. M/s RD consultant for an amount of Rs16,00,000/- vide cheque no. 001670 drawn on ICICI Bank issued by Biram Dass proprietor bearing account no. 340705000756 for the guarantee that I could refund the amount in case of failure or part of the accused to deliver their promise regarding placement in Canada and grant of visa permit. That on 09.02.2023, Komal Dhiman confirmed that LMIA has been accepted in my application, further Biometrics and medical would be done in 7-10 days. Pursuant thereto, in the next 15-20 days, Passport would be submitted by the accused to the authorities and by April 2023, we would fly to Canada. That my client received a call from office of the accused, the caller said he was Vicky Rana & our legal consultant asked me to bring original documents which I did even though I had furnished copies of the same many times. Repeatedly I was asked to deposit the documents to the accused/company for completing the process of Biometrics and medical. That accused deferred the process for Biometrics but pot conducted my medical at your associate's Location at Shanti Niketan, New Delhi for which I visited at the given address SVVMC, 27 Street no.4, Shanti Niketan, New Delhi- 110021 in September, 2023, as per instructions of the accused, later in Jan-23, accused took date for Biometrics which also did not happen & accused got waiver on same from embassy & asked me to submit Passport on 27-Jan-2024 at their office in Mohali. Even after the medical and completion of all other formalities by me, accused failed to give a clear update to me and my wife regarding the fate of our visa applications, you kept shuffling me to different staff of the company from Komal to Vicky to Kabir then Amit Sharma as HOD then Mohit then Gag then Vijay Tiwari & at last Navreet & Gurcharan. However, representatives of the accused were in a position to give updates on the timeline of our visa applications. I was made to contact atleast 6 to 7 employees of accused company including 3 legal advisors & IRCC Lawyers who kept extending the dates for completion visa formalities and travel to Canada. Not only did the accused breach the timeline promised for sending us to Canada but also failed to facilitate my placement and visa process which accused had assured to arrange within 90 days of payment of fee on 27.01.2023 but even after lapse of more than one year and four months, accused failed to fulfill their promise. Bluff of the accused company regarding the tentative dates of visa clearance was pulled off by me as accused failed to provide the proof of passport submission by accused to the Canadian embassy which is the prerequisite for seeking visa approvals. As it became apparent to me that you have cheated me of my money under the pretext of providing visa and placement services for which accused is constantly misleading with regard to his visa and job status and infact accused till date has not provided the passport submission proof which has exposed the bluff. Once we realized that we have been cheated by the accused, we raised a demand that our money be returned which was extracted for providing services which you*

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*grossly failed to provide. I informed accused that I would present to my bank the post dated cheque of Rs. 16,00,000/- from A/c M/S RD CONSULTANT bearing no.001670 dated 05.07.2023 drawn on ICICI Bank for which accused requested me to wait. Pursuant to the repeated requests by accused/company not to present the security cheque, much time elapsed and the validity period of the security cheque was about to expire. Accordingly, you furnished a fresh security cheque to my client in lieu of the expired security cheque bearing cheque no. 001197 dated 19.01.2024 of an amount of Rs16,00,000/- from another group concern M/s Rudraksh, but accused deliberately avoided giving a go ahead or any clear date to present the same. That on lapse of more than 16 months after receipt of my documents and money for facilitating foreign placement for me, as provide the services it arrange visa and assignment and as per clear terms of the contract, accused had placement in a foreign country/related issued the said two cheques to give false security to me and to dupe us of our money knowing fully well that accused does not have sufficient funds in their account and the cheques would be dishonored on presentation. Accused did not have any intention of repaying me from very start and issued security cheques to falsely assure/ provide false sense security to me and my wife that our money as handed to them was safe and recoverable. Thus by various acts and omissions, committed by the accused, they have committed several offences of fraud, criminal breach of trust, section 138 of NI Act and also committed cheating under section 420 IPC. Therefore in terms of the incidents narrated above, you are requested to register an FIR against the accused persons and investigate the offences as committed by them/alleged against them and you are requested to initiate necessary steps to prosecute the accused under the relevant provisions of law. Request you to kindly look into the matter & take strict action against this group & these people for be looting innocent people & looting their money as per below list: 1. Sumit:7888363556; Prop. of RUDRAKSH 2. Amit Sharma:6239518080 3. Komal Diman; 7009880412 4. Mohit Sharma: 7710449559 5. Biram Dass:8543033334; Prop. of RD CONSULTANT 6. Lucky 7740087817 7. Kabir Sharma: 62834 60985 8. Vicky Rana: 9463415043 9. Vijay Tiwari: 7837927967 10. Gurcharan Singh Dhinsa: 9501191476 11 Bhupinder Singh 9501888590; Prop. Of RD Enterprises 12. Rakesh Rikhi (Main Promoter of Rudrakst group) They are professional scammers & fraudsters & there are over 600 cases filed against them but still they are running business from over 25 years. Thanking you, Yours sincerely NAVAB YADAV R/O H.No. 653/22, lane no. 9, Shivji Park, Khandse Road, Gurgaon-122001.”*

3. Learned counsel for the petitioner has argued that the petitioner is in custody since 03.12.2024. Learned counsel has further argued that the petitioner has been falsely implicated into the FIR in question. Learned counsel has further argued that the petitioner was merely an employee of the company, which is alleged to have committed the cheating, if any. Learned

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counsel has iterated that settlement has been arrived at between the petitioner and the FIR/complainant (copy of the compromise/ affidavit dated 16.12.2024 has been placed on record as Annexure P-3). Thus, regular bail is prayed for.

4. Learned State counsel has opposed the present petition by arguing that the allegations raised are serious in nature and, thus, the petitioner does not deserve the concession of the regular bail. Learned State counsel seeks to place on record custody certificate dated 19.08.2025 and reply by way of affidavit dated 18.08.2025 of Prithvi Singh Chahal, PPS, Deputy Superintendent of Police, Sub-Division City-1, District SAS Nagar (Mohali), in the Court today, which are taken on record.

5. Learned counsel for the complainant has ratified the fact of the matter having been settled between the parties, as also veracity of the compromise/ affidavit dated 16.12.2024 (copy whereof has been appended as Annexure P-3).

6. I have heard counsel for the parties and have gone through the available records of the case.

7. The petitioner was arrested on 03.12.2024 whereinafter investigation was carried out and challan was presented on 31.01.2025. Total 18 prosecution witnesses have been cited, but none has been examined till date. It would not be out of place to mention that the FIR in question entails magisterial trial. The rival contention raised at par give rise to debatable issues which shall essentially be ratiocinated upon during the

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course of trial. This Court does not deem it appropriate to delve deep into these rival contentions, at this stage, lest it may prejudice the trial. Nothing tangible has been brought forward to indicate the likelihood of the petitioner absconding from the process of justice or interfering with the prosecution evidence.

7.1. As per custody certificate dated 19.08.2025 filed by learned State counsel, the petitioner has already suffered incarceration for a period of 08 months and 04 days, & is not shown to be involved in any other case/FIR.

Suffice to say, further detention of the petitioner as an undertrial is not warranted in the facts and circumstances of the case.

8. In view of above, the present petition is allowed. Petitioner is ordered to be released on regular bail on his furnishing bail/surety bonds to the satisfaction of the Ld. Concerned CJM/Duty Magistrate. However, in addition to conditions that may be imposed by the concerned CJM /Duty Magistrate, the petitioner shall remain bound by the following conditions:

- (i) The petitioner shall not mis-use the liberty granted.
- (ii) The petitioner shall not tamper with any evidence, oral or documentary, during the trial.
- (iii) The petitioner shall not absent himself on any date before the trial.
- (iv) The petitioner shall not commit any offence while on bail.
- (v) The petitioner shall deposit his passport, if any, with the trial Court.
- (vi) The petitioner shall give his cellphone number to the Investigating Officer/SHO of concerned Police Station and shall not change his cell-phone number without prior permission of the CJM/ Duty Magistrate.

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(vii) The petitioner shall not in any manner try to delay the trial.

9. In case of breach of any of the aforesaid conditions and those which may be imposed by concerned CJM/ Duty Magistrate as directed hereinabove or upon showing any other sufficient cause, the State/complainant shall be at liberty to move cancellation of bail of the petitioner.

10. Ordered accordingly.

11. Nothing said hereinabove shall be construed as an expression of opinion on the merits of the case.

12. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

**(SUMEET GOEL)**  
**JUDGE**

**August 19, 2025**

mahavir

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No