



**CRM-M-59935-2025 (O&M) and  
CRM-M-60308-2025 (O&M)**

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

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**Date of Decision : 23.02.2026**

**1. CRM-M-59935-2025 (O&M)**

Harvinder Singh @ Harwinder Singh

....Petitioner

Versus

State of Punjab and Another

....Respondents

**2. CRM-M-60308-2025 (O&M)**

Pardeep Singh and Another

....Petitioner

Versus

State of Punjab and Another

....Respondents

**CORAM : HON'BLE MS. JUSTICE MANDEEP PANNU**

Present: Mr. Rajesh Bhatheja, Advocate for the petitioner.  
(in CRM-M-59935-2025)

Mr. P.K.S.Phoolka, Advocate for the petitioners.  
(in CRM-M-60308-2025)

Mr. Sahil Chowdhary, AAG Punjab.

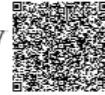
Mr. Mohit Shukla, Advocate for the complainant.  
(in both cases)

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**MANDEEP PANNU J. (Oral)**

1. This order of mine shall dispose of above-numbered petitions filed under Section 482 of BNSS for grant of anticipatory bail to the petitioner(s) in FIR No.96, dated 08.05.2025, under Section 420 IPC, registered at Police Station Lehra, District Sangrur.

2. As per the prosecution story, applicants/accused Meenu Kaur and her husband Pardeep Singh proposed a matrimonial alliance between the complainant and co-accused Navjot Kaur, who was stated to be IELTS-qualified, and assured



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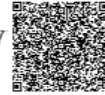
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that after marriage, the complainant would be taken to Canada and granted permanent resident status. During negotiations, the accused persons allegedly demanded ₹25,00,000 from the complainant party for arranging the marriage and facilitating his settlement abroad. Pursuant to the said understanding and on the asking of accused Harwinder Singh and other co-accused, the complainant transferred various amounts into the bank accounts of the accused persons, namely ₹7,00,000 into the account of Pardeep Singh, ₹6,50,000 into the account of Meenu Kaur, and a further sum of ₹5,00,000 again into the account of Pardeep Singh, thus totaling ₹18,50,000 transferred to the accounts of applicants/accused Pardeep Singh and Meenu Kaur.

3. It is further alleged that after receipt of visa, the marriage of co-accused Navjot Kaur was solemnized with the complainant, on which the complainant's family incurred additional expenditure of ₹5,00,000 at the instance of the accused persons and also spent ₹2,80,000 on shopping for co-accused Navjot Kaur.

4. Learned counsel for the petitioners jointly contend that the allegations levelled in the FIR are false, exaggerated and arise out of a matrimonial discord rather than any criminal intent from the inception. It is submitted that the marriage between the complainant Sahil and co-accused Navjot Kaur was duly solemnized and they lived together as husband and wife for more than two months, during which period they cohabited and enjoyed a normal matrimonial life, which itself negates any allegation of cheating or fraudulent inducement at the initial stage.

5. It is further argued that Navjot Kaur had in fact secured admission in a college in Canada and obtained a valid student visa, and after marriage she travelled to Canada on 24.04.2024. Thereafter, she made genuine efforts to sponsor



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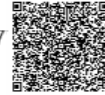
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the complainant for a spouse visitor visa and even submitted a formal declaration dated 15.07.2024 before the Canadian Embassy in support of his application.

6. Learned counsel submit that the complainant's visa application was rejected by the Government of Canada vide letter dated 20.11.2024 for reasons recorded therein, i.e the authorities were not satisfied that he would leave Canada after his temporary stay and that his financial position was insufficient. Thus, the refusal was solely on account of the independent decision of the Canadian authorities and not due to any act or omission on the part of the petitioners or co-accused.

7. It is also contended that after the rejection of the visa, the complainant refused to financially assist Navjot Kaur for her further studies, due to which her brother Arshdeep Singh, who is residing in Canada, paid her college fees through credit cards, and receipts thereof are already on record. Counsel argue that this conduct clearly shows absence of any dishonest intention or cheating on the part of the petitioners, and rather indicates that the dispute arose only after the visa refusal. According to them, the present FIR has been lodged under a misunderstanding and with a view to pressurize the petitioners, even though Navjot Kaur had assured the complainant that she would again attempt to secure his visa.

8. Learned State counsel, assisted by counsel for the complainant, vehemently opposes the prayer for anticipatory bail and submits that the petitioners are specifically named accused who acted in active connivance with co-accused Navjot Kaur and Harwinder Singh in a well-planned conspiracy to cheat the complainant on the pretext of marriage and facilitating his settlement in Canada. It is contended that the material collected during investigation, including the supplementary statement of the complainant and the bank transaction details,



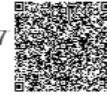
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clearly demonstrate that substantial amounts were transferred by the complainant and his family members into the accounts of the accused persons at their asking.

9. It is pointed out that as per the documented transactions placed on record, on 20.12.2023, a sum of ₹7,00,000 was transferred from account No. 50100509392244 belonging to Shally (brother of the complainant) to account No. 7306000100014783 of accused Pardeep Singh (mediator), and the said amount was thereafter shown as further deposited into account No. 40853642213 of accused Navjot Kaur. On 26.12.2023, an amount of ₹5,00,000 was transferred from account No. 50171375029 of Amrik Singh (father of complainant) to account No. 30811445786 of accused Harwinder Singh. On the same date i.e. 26.12.2023, another sum of ₹6,50,000 was transferred from account No. 50100556208619 of complainant Sahil to account No. 730600900003338 of accused Meenu Kaur, which was subsequently reflected in account No. 40534642331 of Veerpal Kaur. Thus, a total sum of ₹18,50,000 was transferred directly into accounts of the accused persons. Apart from this, as per the prosecution record, ₹5,00,000 was spent by the complainant's father on marriage expenses as per the demands of the accused persons, and ₹1,50,000 was spent on shopping for Navjot Kaur prior to her departure to Canada.

10. It is further argued that the petitioners intentionally induced the complainant into marriage by representing that Navjot Kaur would sponsor him to Canada, whereas after reaching Canada she neither took effective steps to sponsor him nor returned the money. Learned State counsel submits that the plea of the petitioners that the visa was rejected due to strained diplomatic relations between India and Canada is demonstrably false. Reference is made to the official refusal letter dated 20.11.2024 issued by the Canadian authorities, which specifically



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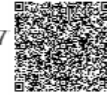
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records that the visa was refused because the officer was not satisfied that the applicant would leave Canada at the end of his stay and that the applicant's financial situation and supporting documents were insufficient. It is thus contended that the ground of refusal was personal in nature and based on deficiency of documents, and not because of any geopolitical situation as falsely projected by the petitioners.

11. It is also submitted that the custodial interrogation of the petitioners is necessary to unearth the larger conspiracy, trace the money trail, and ascertain the role of each accused, especially since the petitioners were absconding and could not be arrested earlier. It is argued that the offence involves organized cheating, financial exploitation, and pre-planned inducement under the guise of marriage, and therefore does not deserve the discretionary relief of anticipatory bail.

12. Having heard learned counsel for the parties and upon perusal of the record, this Court finds that the allegations against the petitioners are grave, specific, and supported by documentary material collected during investigation. The record prima facie reveals that the complainant was induced into marriage with co-accused Navjot Kaur on the representation that he would be taken to Canada after marriage. Substantial monetary transfers were made by the complainant and his family members into the bank accounts of the accused persons, the particulars of which have been noticed hereinabove. These transactions are not vague or omnibus but are supported by specific dates, amounts, and account details, thereby indicating a structured financial trail rather than casual or friendly payments.

13. The sequence of events further shows that immediately after marriage and receipt of money, Navjot Kaur left for Canada and thereafter failed to take



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genuine steps for the complainant's relocation. The explanation put forth by the petitioners attributing visa refusal to strained international relations stands falsified by the official refusal letter itself, which clearly records that the rejection was on account of inadequate documentation, insufficient financial proof, and failure to satisfy the visa officer regarding temporary stay conditions. This Court finds that such a defence, being contrary to record, prima facie reflects an attempt to mislead and conceal the true facts.

14. At this stage, the material collected by the investigating agency indicates that the wife of the complainant, in connivance with her family members including the present petitioners, orchestrated a calculated scheme to obtain money from the complainant under the guise of marriage and foreign settlement. The pattern of monetary transfers, followed by departure to Canada and subsequent inaction, prima facie suggests dishonest intention existing from the inception of the transaction. The plea that the dispute is merely matrimonial in nature cannot be accepted in the face of detailed financial transactions and specific allegations of inducement supported by documentary record.

15. It is well settled that anticipatory bail is an extraordinary relief meant to be granted sparingly, particularly where allegations disclose a planned economic offence involving cheating and misappropriation of substantial sums. The role attributed to the petitioners is neither peripheral nor general, rather, they are alleged to be active participants in the inducement, receipt, and routing of funds. Their custodial interrogation appears necessary to trace the flow of money, verify the financial trail, and ascertain the involvement of other persons, if any.

16. In view of the nature and gravity of the allegations, the specific role attributed to the petitioners, the documentary evidence indicating transfer of



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substantial amounts into their accounts, and the prima facie material suggesting a pre-planned conspiracy to cheat the complainant, this Court is not inclined to extend the concession of anticipatory bail to the petitioners.

17. Accordingly, the above-numbered petitions seeking anticipatory bail are dismissed qua all the three petitioners.

18. However, it is clarified that any observation made herein is only for the purpose of deciding the present petitions and shall not be construed as an expression on the merits of the case at trial.

19. Pending application(s), if any, is/are disposed of.

February 23, 2026  
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**(MANDEEP PANNU)  
JUDGE**

Whether speaking/non-speaking : Speaking  
Whether reportable : Yes/No