

HIGH COURT OF CHHATTISGARH, BILASPUR

MCRC No. 5855 of 2015

- Anish Kumar Jain, son of Shri Anil Kumar Jain, aged about 23 years, resident of Qr.No.7/5, Rishabh Nagar, Durg, Tahsil & District Durg (C.G).
----- **Petitioner**

Versus

- State of Chhattisgarh Through District Magistrate, Durg, District Durg (C.G).
--- **Respondent**

For the applicant	:	Dr. N.K. Shukla, Sr. Advocate with Mr. P.R. Patankar, Advocate.
For the State	:	Mr. Anil S. Pandey, Govt. Advocate
For the Objector	:	Dr. Shailesh Ahuja, Advocate

Hon'ble Shri Justice Goutam Bhaduri

Order on Board

06.11.2015

1. This is an application filed under Section 439 of the Code of Criminal Procedure seeking grant of regular bail to the applicant in connection with Crime No.18/2015 registered at P.S. Mohan Nagar, District Durg (C.G) for the offence punishable under Sections 420/34 IPC.
2. The case of the prosecution in brief is that a complaint was lodged by Puran Bhagat Panjwani that he knew Anil Jain, Anish Jain and Sagar Jain for the last 17 years since they are his neighbours and Anil Jain and the complainant have their shops adjacent to each other in Indira Market. It is alleged that an agreement dated 23.10.2013 was executed by Anish Jain in favour of the complainant wherein it was agreed to sell the land along-with house situated over Khasra No.507/2012 admeasuring 0.014 hectares at village Kasardi and the agreement was executed and at that time, apart from Anish Jain, the present applicant, other accused Anil Jain and Sagar Jain were also present in his house. It is further case of the prosecution that Anish Jain had come with the stamp paper and thereafter an amount of Rs.42 lakhs was paid in presence of Anil Jain and Sagar Jain and the

amount was received by all the three persons. It was further agreed that rest of the amount shall be paid at the time of registration of the sale deed. Subsequently a publication was made on 10.09.2014 which purported that the complainant is going to purchase the house. As against such publication, another publication was made by Anil Jain on 16.09.2014 that the property for which the agreement was executed did not belong to Anish Jain. Subsequently a report was made that all the three persons have received the amount thereby the complainant was deceived.

3. Dr. N.K. Shukla, learned Senior counsel appearing for the applicant assisted by Shri P.R. Patankar would submit that the charge sheet in this case has been filed and it contains the Ekrarnama and the said Ekrarnama is alleged to have contained the signature of Anish Jain and it is improbable to accept that the entire amount of Rs.42 lakhs in cash was paid. It is further contended that the Ekrarnama though do not contain the signature of Anil Jain and Sagar Jain but in the FIR their presence has been stated and the FIR starts with the complaint wherein the presence of accused have been stated. He also submits that the other two accused persons have been enlarged on bail by the co-ordinate Bench of this Court in M.Cr.C.No. 5021/2015 on 22.09.2015 and considering the fact that the offences are triable by the JMFC and the charge sheet has been filed, this applicant be also enlarged on bail as he is in custody since 13.07.2015.
4. Per contra learned State Counsel as also learned counsel for the objector vehemently oppose the arguments. Learned State Counsel would submit that earlier the bail was granted to co-accused Anil Kumar Jain and Sagar Jain on the ground that the agreement do not contain signatures of Anil Jain and Sagar Jain. Consequently, they were released on bail. However, against this applicant, his signature purportedly appears on the agreement. He further submits that the present applicant is in the habit of taking loans and making defaults for which different cases u/s 138 of the N.I. Act are pending which are

placed before this Court. Copies of the complaints filed by Shayar Devi and Shri Goutam Jain under Section 138 are placed before this Court. He therefore submits that in the facts and circumstances of the case, the present applicant may not be granted bail.

5. I have heard learned counsel for the parties and have also perused the complaint.
6. In the complaint it is stated that at the time of execution of the agreement dated 22.10.2013, all the three persons Anil Jain, Ashish Jain and the present applicant were present and the amount was received by all the three persons. Statement of Puran Bhagat Panjwani also purports the same. The Ekrarnama though contains the signature of Anish Jain, the present applicant, but according to the statement of complainant all the three accused received the amount of Rs.42 lakhs. The other accused Sagar Chand and Anil Jain have been enlarged on bail which is not disputed by the learned State Counsel.
7. Having regard to the fact that the charge sheet in this case has been filed; the applicant is in jail since 13.07.2015; the offences are triable by the JMFC and other co-accused against whom similar allegations have been made in the complaint and the statement have already been released on bail, I am of the opinion that it is a fit case to enlarge the present applicant on bail.
8. Accordingly, the application is allowed and the present applicant Anish Kumar Jain is directed to be released on bail on his executing a personal bond in sum of Rs.25,000/- with one surety in the like sum to the satisfaction of the concerned trial Court. He is directed to appear before the said Court on each and every date given by the said Court.
9. C.c. today.

Sd/-
GOUTAM BHADURI
JUDGE