

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CRM No. M-12217 of 2015 (O&M)

Date of Decision: 27.4.2015

Anil Sharma

--Petitioner

Versus

State of Punjab

--Respondent

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Mr. Ramneek Vasudeva, Advocate for the petitioner.

Mr. Nikhil K. Chopra, D.A.G., Punjab.

TEJINDER SINGH DHINDSA.J

This order shall dispose of the present petition filed under Section 438 Cr.P.C seeking the concession of pre-arrest bail to the petitioner in case F.I.R No.43 dated 28.3.2015 under sections 420, 467, 468, 471 I.P.C, registered at Police Station, Morinda, District Rupnagar.

Learned counsel for the parties have been heard.

F.I.R was registered on the complaint of Dara Singh, who stated that he had purchased a life insurance policy from the L.I.C Branch, Morinda on 31.8.2010 through Agent Dharam Singh resident of Chamkaur Sahib. It has further been alleged that on 15.10.2014 when the complainant visited the concerned L.I.C Branch for changing the nomination, at that point of time he became aware that the policy had already been surrendered for a sum of Rs.38,516/- on 18.6.2014. Precise allegation is that Gurdeep Kaur divorced wife of the complainant in connivance with Agent Dharam Singh and the present petitioner, who concededly was holding the post of Development Officer Branch, Morinda had affixed the forged signatures of the complainant so as to facilitate the surrender of policy.

Counsel appearing for the petitioner would vehemently argue that it is a case of false implication and the petitioner in any case is not the beneficiary on account of the policy having been surrendered.

Having heard learned counsel for the parties, this Court is of the considered view that in the light of the allegations the petitioner is not entitled to the concession of pre-arrest bail.

The petitioner in his capacity as Development Officer of the concerned L.I.C Branch was holding position of trust. Clearly the policy in question could not have been surrendered and the amount in question could not have been disbursed without verification of the signatures of the policy holder by the concerned official of L.I.C.

Learned State counsel, during the course of hearing today and upon instructions from H.C. Hukum Singh has even produced the original record collected during the course of investigation and the same has been perused by this Court. The same would show that signatures of the complainant Dara Singh stand verified by the present petitioner in the capacity of Development Officer of the branch. In the statement recorded of the complainant before the investigating agency, Dara Singh has clearly stated that he never used to sign in Punjabi and always used to affix his signatures in English. He has further categorically stated that even at the time of purchasing the policy he had affixed his signatures in English. However, the relevant document in possession of the investigating agency and which has been shown to this Court, signatures of the complainant in Punjabi have been verified by the present petitioner.

Allegations raised are of serious nature and in the nature of breach of trust.

Under such circumstances, custodial interrogation of the petitioner may be warranted. Co-accused Gurdeep Kaur and L.I.C Agent Dharam Singh have also not surrendered till date.

In the totality of circumstances, this Court does not find any infirmity in the order dated 10.4.2015, passed by the learned Sessions Judge, Rupnagar declining the concession of anticipatory bail to the petitioner.

Petition, accordingly, is dismissed.

(TEJINDER SINGH DHINDSA)
JUDGE

April 27, 2015
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