

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

(201)

CRM-M-10107-2015

Decided on: January 18, 2016.

Amar Aggarwal

.... Petitioner

Versus

State of Haryana

..... Respondent

CORAM: HON'BLE MR. JUSTICE M.M.S. BEDI

Present: Mr. Mandeep Singh Bedi, Sr. Advocate, with
Mr. S.S. Brar, and Mr. Ajit Pal Singh, Saharwal, Advocates,
for the petitioner.

Mr. Gurdas Singh Salwara, DAG, Haryana.

Mr. Vinod S. Bhardwaj, Advocate, for the complainant.

M.M.S. BEDI, J (ORAL)

Petitioner seeks concession of pre-arrest bail in a case registered on the complaint of Pardeep Bhardwaj alleging that the petitioner had not settled the accounts on account of furnishing articles provided by the complainant to the petitioner.

The complainant claims that the liability of the petitioner is to the extent of more than Rs.40 lacs whereas learned counsel for the petitioner has submitted that the tentative liability is only to the extent of Rs. 9 lacs which the petitioner is ready to discharge at this stage without prejudice to the right of the parties to be settled before the Arbitrator/Civil Court.

It has been informed that a reference under Section 115 of the Arbitration Act is being sought from the Court and the petition is pending for 05.02.2016.

I have heard learned counsel for the petitioner as well as learned counsel for the complainant.

After hearing learned counsel for the parties, it appears that it is a case of civil and criminal liability between the parties but in view of counsel for both the parties having agreed that a sum of Rs.20 lacs can be handed over to the complainant subject to the final decision of the civil/arbitration proceedings.

Learned counsel for the complainant though insist that liability is to the extent of more than Rs.44 lacs but is ready to receive sum of Rs.20 lacs without prejudice to the rights of the parties.

In order to safeguard the rights of the petitioner, on asking of the Court, learned counsel for the complainant has agreed to refund the amount of Rs.20 lacs in case it is found not due to the complainant along with interest at the rate which is payable on the amount by bankers in saving account.

In view of the consent of the parties, without expression of any opinion on merits, striking a balance between the right of liberty of the petitioner and the claim of the complainant, I deem it appropriate to grant concession of pre-arrest bail to the petitioner.

Petition is allowed. It is ordered that in case of arrest of petitioner, he will be released on bail to the satisfaction of the arresting officer subject to the following conditions:

- (1) Petitioner will join investigation as and when required;
- (2) Petitioner will not tamper with the evidence or hamper the investigation in any manner;

- (3) Petitioner will pay a bank draft of Rs.20 lacs in the name of the complainant without prejudice to the right of the parties to be determined before the Civil Court or arbitration proceedings by 20.02.2016.

The bank draft will be paid on 20.02.2016 to the investigating officer who will hand over the said bank draft to the complainant after obtaining an acknowledgment with an undertaking to repay the same along with interest at the rate payable on saving accounts.

In case of violation of any of the conditions, it will be open to the complainant to approach this Court again for cancellation of the bail.

(M.M.S. BEDI)
JUDGE

January 18, 2016
harsha