

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM No.M-17877 of 2016 (O&M)
Date of Decision: 30.05.2016

Navneet Singh

... Petitioner

Versus

State of Haryana and another

... Respondents

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

Present:- Mr. M.S.Khillan, Advocate,
for the petitioner.

Mr. Sandeep Lather, Advocate,
for the complainant.

TEJINDER SINGH DHINDSA, J.(ORAL)

Petitioner seeks concession of anticipatory bail in case FIR No.235 dated 05.04.2016, under Sections 420 and 406 of Indian Penal Code, registered at Police Station Jind.

Counsel for the petitioner has been heard at length.

FIR came to be registered on the complaint of Karambir Saini and who stated that he was owner of a truck make Tata bearing registration No.HR-56A-2497 and had given a sum of Rs.47,730/- to one Pawan Kumar Sharma (co-accused) on 19.04.2014 for getting the truck insured. Pawan Kumar Sharma is stated to have clicked the photographs of the truck and having taken copy of the RC as also permit and assured that the insurance policy and cover note would be handed over within a period of two-three days. As per complainant, Pawan Kumar Sharma after a few days delivered copy of the insurance proposal form No. M 20057836 EMPIDDCF 00919 and assured that even the insurance policy would be delivered. On the

intervening night of 23/24.04.2014, truck of the vehicle was stolen and upon complaint having been filed, FIR No.183 dated 15.05.2014 was registered and after completion of investigation, an untraced report was filed in the Court of Additional Chief Judicial Magistrate, Jind and which was accepted on 10.09.2015. Thereafter, the complainant called upon Pawan Kumar Sharma for providing the insurance policy but the same was not done. Only a receipt for a sum of Rs.47,730/- was made available to the complainant and who later found out that such premium had not been deposited with Insurance Company and resultantly his vehicle was not insured. Complainant as such has been defrauded and has been made to suffer a loss of Rs.16,50,000/- i.e. the value of the stolen commercial vehicle.

As per prosecution version, the present petitioner is an agent of Chola Mandalam Insurance Company. He had issued the insurance proposal form aforenoticed and inducing the complainant to believe that vehicle was insured from 22.04.2014 to 21.04.2015.

Perusal of the order dated 26.04.2016 passed by the learned Additional Sessions Judge, Jind declining anticipatory bail to the petitioner would reveal that the statement of one Parmod Tiwari, Manager of Chola Mandalam Insurance Company was recorded by the Investigating Agency under Section 161 Cr.P.C. and who had stated that the Insurance Manual Proposal Book No.20057836 had been issued to the present petitioner and authorized agent cannot issue the proposal form without receiving the payment and without inspecting the vehicle in question.

Broadly, the allegations are against Pawan Kumar Sharma (co-accused) and the present petitioner having acted in connivance with each

other. A premium amount of Rs.47,000/- approximately was allegedly received from the complainant and even an insurance proposal form from the Insurance Company had been issued. But the same was apparently not deposited with Insurance Company.

The allegations are grave and serious in nature and pertain to criminal breach of trust and misappropriation of money.

Such allegations would require a detailed probe and for which custodial interrogation of the petitioner may well be warranted.

In an overview of the matter, this Court is not inclined to extend in favour of the petitioner the concession of pre-arrest bail.

Petition dismissed.

30.05.2016

vandana

**(TEJINDER SINGH DHINDSA)
JUDGE**