

CRM-M-2993-2016 (O&M)

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

**CRM-M-2993-2016 (O&M).
Decided on: May 5, 2016.**

Iqbal Singh Ahluwalia and another

..... Petitioner(s)

Versus

State (U.T. Chandigarh)

..... Respondent(s)

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

**PRESENT Mr.J.S.Bedi, Sr. Advocate, with
Mr.Harpreet Singh Multani, Advocate,
for the petitioners.**

Mr.A.S.Virk, Addl. P.P. for U.T. Chandigarh.

**Mr.Pushpinder Kaushal, Advocate,
for the complainant.**

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

Petitioners seek concession of pre-arrest bail in a case registered at the instance of complainant Gursharan Singh alleging that the petitioners who are the Directors of A-1 News Time Broadcasting Private Limited (TV 24) had induced the complainant to sign an agreement "Sole Nodal Channel Partner Agreement" on 5.5.2013 alluring him of huge profits in crores per month by means of giving franchise in all the 37 districts of Maharashtra, by taking Rs.15 lacs from each franchise by which the complainant could earn more than Rs.5.55 crores and would get 65% commission on all the advertisements booked from Maharashtra area.

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The complainant allegedly gave a sum of Rs.25 lacs to the petitioners and opened head office in Mumbai and also appointed staff for Maharashtra but after payment of a sum of Rs.25 lacs, the petitioners had given the contract to some other persons. The complainant claims that the letter on the basis of which franchise is granted was also forged one and as such, the complainant has been duped of a huge amount.

Learned counsel for the petitioners has vehemently contended that it is a case of pure civil liability in which the complainant has failed to perform his part of the contract by paying a sum of Rs.50 lacs for seeking benefits pursuant to the agreement dated 5.5.2013. Attention of the Court has been drawn to the contents of the agreement which is the basis of the dispute between the parties wherein it has been agreed to between the parties that a sum of Rs.25 lacs is to be paid in advance which shall be refundable and adjustable as per terms of the agreement and another sum of Rs.25 lacs is to be paid by June 20, 2013. On behalf of the petitioners, it has been undertaken that in case the complainant performs his part of the agreement by paying remaining amount of Rs.25 lacs, the petitioners were still ready to fulfill all the commitments in the agreement. It has also been submitted that even initial amount of Rs.25 lacs has also not been paid. Another sum of Rs.3 lacs is to be paid from the first commitment.

Counsel for the complainant has opposed the

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application contending that it is a case where the petitioners have intention of cheating from the very beginning.

During the course of arguments, it transpires that the petitioners had filed civil suit against the complainant in October 2013 for permanent injunction restraining the complainant to work in specific territory as per "Sole Nodal Channel Partner Agreement" dated 5.5.2013 and also for restraining him to work as Sole Nodal Channel Partner and for mandatory injunction directing the complainant to fulfill the terms and conditions of the agreement by paying remaining amount of Rs.28 lacs to the petitioner. Written statement filed by the complainant as defendant has also been placed on record.

Counsel for the complainant has tried to explain that on account of petitioners having not performed their part of the agreement and having not fulfilled the commitments, it was not feasible for the complainant to pay the remaining amount of Rs.25 lacs. Another grievance of the complainant is that he has been falsely roped in proceedings under Section 138 of the Negotiable Instruments Act, by the petitioners.

After hearing counsel for the petitioners and the counsel for the complainant, it appears that the dispute between the parties arise out of an agreement. The controversy revolves around the enforcement of their respective legal rights arising out of agreement dated 5.5.2013. Both the parties appear to have not

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complied with their part of the agreement and both the parties claim enforcement of the obligation of the other party. The matter is also pending before the civil Court where the civil rights of the parties are to be determined.

Without expression of any opinion regarding the culpability of the petitioners and whether it is solely a civil liability or it is a combination of civil and criminal liability, I deem it appropriate to grant the concession of pre-arrest bail to the petitioners as the petitioners have already joined investigation and it does not appear to be a case of custodial interrogation.

The petition is allowed. It is ordered that in case of arrest of the petitioners, they will be released on bail to the satisfaction of the arresting officer subject to the conditions that the petitioners will join investigation as and when required.

Nothing said in this order will prejudice the right of the complainant or the petitioners at the time of adjudication of their respective rights accruing from the agreement dated 5.5.2013. The right of the complainant to recover any amount in accordance with law will also not be prejudiced, in any manner, by any observations made in this order.

May 5, 2016.
rka

(M.M.S. BEDI)
JUDGE