

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH.**

CRM-M No.323 of 2016(O&M)

Date of Decision:-27.01.2016

Manoj Kumar Jain.

.....Petitioner.

Versus

State of Haryana.

.....Respondents.

CORAM:- HON'BLE MR. JUSTICE JASWANT SINGH

Present:- Mr. R.S. Rai, Senior Advocate assisted by
Mr. Gautam Dutt, Advocate for the Petitioner.

Mr. Gaurav Dhir, Deputy Advocate General, Haryana
assisted by ASI Kundan Singh.

Mr. J.S. Bedi, Senior Advocate assisted by
Mr. Lovekirat Singh Chahal, Advocate for the complainant.

JASWANT SINGH, J (ORAL)

Prayer on behalf of the petitioner accused is for grant of regular bail in case FIR No.123 dated 09.04.2015 for offences punishable under Sections 420, 467, 468, 471 of Indian Penal Code registered with Police Station Udyog Vihar, Gurgaon.

Petitioner-accused is a Director of private company engaged in the business *inter alia* of warehousing under the name and style of M/s Deep Blue Express Pvt. Ltd.(hereinafter referred to as private company).

The said private company was concededly a lease holder of plot no.241,

Udyog Vihar, Gurgaon from the owner M/s Nirvan Agro Packaging Private Limited (hereinafter referred to as the landlord). M/s Misomi India Private Limited (complainant company) had approached the petitioner for providing of the space at the plot in question for setting up their business. An agreement dated 01.12.2013/lease agreement dated 26.02.2014 was executed between the complainant company and the private company through the petitioner accused subleasing a portion of the plot with the assurance that he had right to sub lease.

The allegations against the petitioner is that he had fabricated documents, firstly by changing the area of 40,000/- square feet and further showing that his private company was paying rent at the rate of Rs.18 lacs per month to the landlord and also forged a permission letter dated 29.12.2013 allegedly executed by the landlord granting permission to sub lease.

Learned Counsel for the petitioner by referring to certain E-mails submit that the landlord was throughout aware of the sub lease being negotiated with the complainant company. He further submits that no prejudice has been suffered by the complainant company as their possession as a sub lessee has not been threatened rather they have now directly entered into lease agreement with the landlord. Thus, it is the petitioner who has to recover the amount from the landlord on account of violation of the lock in period of 4 years as per his lease agreement with the landlord.

It is further submitted that the petitioner is in custody since 31.10.2015 and after completion of investigation, challan presented, charges framed and case is stage of commencement of the evidence of the

prosecution.

Learned Counsel for the complainant has argued that in view of the loss of Rs.5 crores caused to the complainant company on account of higher rate of rent and the conduct of the petitioner is not entitled to concession of regular bail.

Learned State Counsel assisted by ASI does not refute the contention qua the custody period and the fact that the case is at the stage of commencement of the prosecution evidence.

Without commenting on the merits of the case, keeping in view the custody period and the fact that challan stands presented and trial is not likely to be concluded in near future, no useful purpose would be served by keeping the petitioner behind the bars, as such the present petition is allowed and petitioner namely Manoj Kumar Jain is ordered to be released on bail to the satisfaction of learned CJM/Duty Magistrate, Gurgaon.

Petition stands disposed of.

(JASWANT SINGH)
JUDGE

January 27, 2016
Vinay