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

(121) **CRM-M-3623-2016**
Decided on: February 01, 2016.

Nirmal Singh

.... Petitioner

Versus

State of Haryana and another

..... Respondents

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

Present: Mr. Sachin Gupta, Advocate, for the petitioner.

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

Respondent No.2 Suresh Kumar had obtained a house building loan of Rs.3 lacs on the basis of fake documents. On account of having not returned the amount, Yamuna Nagar Central Co-operative Bank had lodged an FIR against the petitioner.

Respondent No.2 had come to this Court for grant of pre-arrest bail. He was granted concession of pre-arrest bail on 27.05.2014 by following order:

"The petitioner seeks the concession of pre-arrest bail in a case of cheating and misappropriation of money, registered at the instance of Junior Accountant of Yamuna Nagar Central Co-operative Bank, Yamuna Nagar alleging that the amount of house building loan obtained by the petitioner against fake documents, has not been returned. The petitioner had made a statement on May 8, 2014 that 50% of the loan amount has been returned.

Counsel for the petitioner submits that a sum of Rs.93,000/- remains to be paid to the cooperative society and the petitioner is ready to discharge his liability.

In view of the offer given by the petitioner, he can be granted the concession of bail.

Accordingly, the petition is allowed and interim order dated 31.3.2014 is hereby confirmed and it is ordered that in case of arrest of the petitioner, he will be released on bail to the satisfaction of the arresting officer subject to the condition that the petitioner will join the investigation as and when required by the police and will not tamper with evidence or hamper the investigation. The petitioner will, as agreed to by him, pay a sum of Rs.50,000/- to partly discharge his liability towards house building loan obtained by him, within a period of 3 months. The remaining liability will be discharged by him in equal installments, to be settled with the complainant cooperative society. In case of violation of any of the above said conditions, it will be open to the prosecution/complainant to seek cancellation of bail".

Learned counsel for the complainant has sought cancellation of the above said bail on the ground that after paying sum of Rs.50,000/- as per the above said order, respondent No.2 has not taken any steps to discharge his remaining liability.

I have carefully gone through the above said order.

Respondent No.2 had been granted concession of pre-arrest bail subject to his partly discharging the liability. The liability in the present case appears to be combination of civil and criminal liability. The Bank has got a number of remedies available to it to recover the amount by even coercive means. In the present case, the Bank has adopted mode of criminal prosecution to pressurize the petitioner to repay the loan amount. The cancellation of the bail on the basis of above said order will tantamount to perpetuating a mode of recovery by the Bank by registering the FIR. A part of the liability has been discharged pursuant to the order dated 27.05.2014. The Bank, as per the agreement of loan can enforce the legal rights of the Bank by filing a suit for recovery or proceedings as per the Cooperative Societies Act or any other mode.

No ground is made out for cancellation of bail.

Without prejudice to the right of the Bank complainant to recover the amount from respondent No.2, the petition is dismissed.

(M.M.S. BEDI)
JUDGE

February 01, 2016
harsha