IN THE HIGH COURT OF PUNJAB AND HARYANA AT

CHANDIGARH.

Date of Decision: June 3, 2016

1. CRM M-39023 of 2015

Arpit Mittal

.....Petitioner

Vs.

UT Chandigarh

.....Respondent

2. CRM M-3831 of 2016

Ashok Mittal

.....Petitioner

Vs.

UT Chandigarh

.....Respondent

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

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Present:- Mr.Anmol Rattan Sidhu, Sr. Advocate with
Mr. M.S. Saini, Advocate
for the petitioners.

Mr.Rajiv Sharma, Addl. PP for UT.

Mr. P.S. Poonia, Advocate for the complainant.

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M.M.S. BEDI, J.

This order will dispose of two petitions bearing CRM M-39023 of 2015 and CRM M-3831 of 2016 for grant of anticipatory bail.

Briefly stated the case of the prosecution as registered at the instance of Vikas Walia is that petitioner Ashok Mittal along with his wife Chetna Mittal in connivance with each other entered into a partnership deed with complainant and his wife for running business of diamonds under the pretext that they would introduce the complainant to some manufacturers of diamonds from Belgium and Antwerp by importing diamonds at 25% less rate than the market rate and allured the complainant that on account of the relations of the petitioner Ashok Mittal, the complainant could import diamonds at a very less rate and earn huge profits in the partnership business. The partnership deed dated October 19, 2013 was executed between the parties. Business of partnership was to be operated under the name and style of M/s Al Anmol Jewels from shop in Elante Mall in Chandigarh. The partners were required to contribute toward the capital of the firm and to provide other funds. The complainant alleged that he had been putting his funds in the account of the firm by cash or jewellary. A deposit of Rs.26 lacs was paid to the management of the Elante Mall. Petitioner Ashok Mittal and his wife Chetna Mittal have been evading any investment claiming that they had ordered diamonds worth more than Rs.21 crores which shall be their contribution to the business of the firm. Somehow, partnership was dissolved on February 20, 2014. At the time of dissolution of partnership a sum of Rs.10 crores was outstanding against Ashok Mittal and his wife towards the amount paid by the complainant through various RTGS. It was settled that sum of Rs.2 crores in total would be paid by the continuing partners to the retiring partners. The complainant claims that as per the deed of dissolution dated February 20, 2014, a sum of Rs.2 crores was to be paid by the complainant. Signatures of the complainant were obtained on blank papers on February 21, 2014. The petitioner Ashok Mittal alongwith co-accused Raj Rani Mittal forged a fake dissolution deed dated February 23, 2014 mentioning their share in the partnership concern as Rs.17 crores and that the complainant was liable to pay a sum of Rs.17 crores as the amount of settlement on dissolution.

Counsel for the petitioners Mr. Anmol Rattan Sidhu, Sr. Advocate has vehemently contended that the allegation against petitioner Ashok Mittal is that he had prepared a forged deed of dissolution and that the FIR against the petitioner is a counterblast to FIR No. 517 dated November 7, 2014 and FIR No. 114 dated January 21, 2015 lodged by the petitioner. It was argued that the complainant had himself given an affidavit dated February 23, 2014 and cheques of Rs.17 crores in good faith and without pressure to petitioner Ashok Mittal. The complainant was behind bars in Ambala Jail for 82 days in FIR No.517 dated November 7, 2014 registered by petitioner, therefore, the relations were also strained as such it is unbelievable that complainant will again enter into trade with the petitioner. He had made a statement in Central Jail, Ambala on January 14, 2015 and agreed that the petitioner had given him payment of Rs.9 crores in lieu of which he has taken security cheques for double the amount mutually.

Counsel submits that dissolution deed and affidavit dated February 23, 2014 bear the signatures of complainant and attesting witnesses and that the cheques of Rs.17 crores are admittedly signed by the complainant.

I have heard learned counsel for the petitioners, counsel for the complainant and considered their contentions and gone through the record. The sole controversy existing between the parties at this stage is whether the liability of the complainant is pursuant to the dissolution deed dated February 20, 2014 at Rs.2 crores besides other liabilities or it is Rs.17 crores as per the dissolution deed dated February 23, 2014 which is claimed to have been executed by the complainant and petitioner Ashok Mittal.

The grievance of the complainant is that his signatures had been obtained on blank papers and the said papers have been used to create a fake dissolution deed on February 23, 2014 superseding the dissolution deed dated February 20, 2014. It is not understood at this stage as to how within a period of 2 days, the liability of the complainant which was Rs.2 crores on February 20, 2014 would swell into Rs.17 crores.

After going through the police file and the facts and circumstances of the case and going through the copy of the challan I am of the opinion that no extraordinary exceptional circumstances exist to grant the concession of pre-arrest bail to petitioner Ashok Mittal.

Petition filed by petitioner **Ashok Mittal bearing CRM M-3831 of 2016 is thus dismissed**. Nothing said in this order will prejudice the rights of petitioner Ashok Mittal to seek concession of regular bail.

However, the petition filed by petitioner **Arpit Mittal bearing CRM M-39023 of 2015 is allowed** 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 conditions that he will join investigation as and when required by the police and will not tamper with the evidence or hamper the investigation in any manner.

June 3, 2016 (M.M.S.BEDI)
sanjay JUDGE