

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CRM No. M-41512 of 2015 (O&M)
Date of Decision: 01.02.2016

Ashok Kumar

--Petitioner

Versus

State of Punjab

--Respondent

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

Present:- Mr. G.S. Simble, Advocate for the petitioner.

Mr. D.S. Virk, A.A.G., Punjab.

Mr. R.S. Bajaj, Advocate with
Mr. R.K. Bajaj, Advocate for the complainant.

TEJINDER SINGH DHINDSA.J

Petitioner seeks the benefit of pre-arrest bail in case F.I.R. No.170 dated 10.9.2015 under sections 420, 406 I.P.C, registered at Police Station, Navi Baradari, District Jalandhar.

It has been vehemently contended on behalf of the petitioner that pertaining to the same very allegations and cheques in question, proceedings under section 138 of the Negotiable Instruments Act have already been initiated and as such, registration of the present F.I.R is nothing but an abuse of the process of law.

Having heard learned counsel for the parties, this Court is not inclined to grant to the petitioner concession of anticipatory bail.

In paragraph 4 of the present petition, which is duly supported by an affidavit of the petitioner himself, it has been categorically averred that at the time of starting business transactions with the companies of the complainant, four blank cheques bearing no.297289, 297290 of Punjab & Sind Bank and cheques bearing no.040501 and 040502 of Punjab & Sind Bank, Umar Pura, Batala, were issued and the same were for the purpose of

security. Arguments of counsel for petitioner is that such cheques were issued in the year 2009 by way of security.

Counsel appearing for the complainant has produced in Court today copies of the cheques as have been afore-noticed. All these cheques bear a specific noting that they have been issued under the C.T.S (Cheque Truncation System).

During the course of hearing, it has gone uncontroverted that such system had been put into operation only w.e.f. 1.8.2013.

The stand of the petitioner that such cheques had been issued towards security and that too in the year 2009 is, thus, clearly false and misleading.

The petitioner by his conduct has disentitled himself for the concession of anticipatory bail.

Petition, accordingly, is dismissed.

Declining the prayer of the petitioner for anticipatory bail would have no bearing on the proceedings that already stand initiated under the Negotiable Instruments Act.

(TEJINDER SINGH DHINDSA)
JUDGE

01.02.2016

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