

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

CRM-M-35873 of 2017 (O&M)

Date of Decision: 28.09.2017

Jeet Singh @ Tinku

....Petitioner

VERSUS

State of Punjab

....Respondent

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Sumeet Goel, Advocate with
Ms. Ramandeep Kaur, Advocate
for the petitioner.

Mr. R.S. Chauhan, Advocate
for the complainant.

SURINDER GUPTA, J.(Oral)

CRM-30589-2017

Application is allowed as prayed for and Annexures P-1 and P-2 are taken on record subject to all just exceptions.

CRM-M-35873-2017

The present petition has been filed under Section 439 Code of Criminal Procedure for grant of regular bail to the petitioner in case FIR No.94 dated 10.06.2017 registered for offences punishable under Sections 406, 420, 465, 468 read with Section 34 of Indian Penal Code (for short, "IPC") at Police Station City Rupnagar, District Rupnagar.

Heard.

Notice of motion.

On asking of the court, Ms. Simranjeet Kaur, AAG, Punjab, who is present in the Court accepts notice and submits that intimation by Registry informing of fixation of the petition has already been received and

record of the case is available with her.

Learned State counsel assisted by learned counsel for complainant submits that one Rajinder Kumar @ Raju had contacted complainant in the year 2010 in connection with timber business. He also introduced Pankaj, petitioner-Jeet Singh @ Tinku and one Shankar Sharma to complainant, who started sending timbers to complainant and took payment in cash from him. In the year 2010, they represented to complainant that they have taken a contract of forest for ₹1,70,00,000/- and demanded 50% of the amount from complainant, who agreed to pay the same through bank. On receiving the payment of ₹85 lacs (Rupees eighty five lacs), partly through bank transaction and partly in cash, they did not return the same.

Learned counsel for complainant submits that during the period 2010 to 2013, ₹47,77,000/- were deposited in the account of Rajinder Kumar @ Raju, ₹9,30,000/- in the account of Pankaj and ₹4 lacs were deposited in the account of petitioner-Jeet Singh @ Tinku in January and March, 2013. Agreement was executed, however, the same was taken away by the accused as it was not bearing signatures of main person. Thereafter this agreement was not given to complainant.

From the facts as stated by learned State counsel and learned counsel for complainant it appears that there were certain business transactions between the parties. This contention appears to be improbable that the agreement was executed in the year 2010 and payments were made from time to time upto the year 2013 to Rajinder Kumar @ Raju, Pankaj and petitioner-Jeet Singh @ Tinku. From the details of payment made by complainant to aforesaid persons, it is apparent that no payment was made

to petitioner in the year 2010, 2011 and 2012. Pankaj was made payment in the year 2010 while payments were made to Rajinder Kumar @ Raju of different amounts during the period 2010 to 2013, which include petty payments of ₹20,000/-, ₹90,000/- also. Complainant appears to have come up with improbable story that in the year 2010 there was an agreement and under that agreement he had been making payments for three years without getting any material. It does not appeal, at this stage, that he was not even given copy of agreement but he kept on making the payment. Complainant has stated in his complaint that he was also having business dealings with petitioner, who had been supplying timber to him. There is delay of about three years after the alleged payment to petitioner and his co-accused and six years after the alleged agreement in reporting the matter to police. Payment of ₹85 lacs was also not made in one go but in different amount to three persons during period of three years.

After completion of investigation, police has presented the challan in this case and the entire allegations levelled by complainant are to be proved before the trial Court.

In view of above but without expressing any opinion on merits of the case and keeping in view the fact that petitioner was arrested in this case on 29.07.2017; conclusion of trial will take considerably long time, the present petition is allowed. Petitioner-Jeet Singh @ Tinku is ordered to be released on regular bail on furnishing bail bond and surety bond to the satisfaction of concerned trial Court/Chief Judicial Magistrate/Duty Magistrate, subject to following terms:-

- (a) The petitioner shall comply with the conditions mentioned in Section 437(3) Cr.P.C.
- (b) In the event of his absence on any date of hearing, the

benefit of bail allowed to the petitioner shall stand withdrawn. The trial Court shall be competent to cancel his bail bond and surety bond and proceed to procure his presence in accordance with law. In that eventuality the petitioner shall have to apply for bail afresh.

- (c) He shall not leave the country without the previous permission of the Court.

It is, however, made clear that nothing observed herein shall be taken as an opinion of this Court on merit or on any aspect of the case.

September 28, 2017
jk

(SURINDER GUPTA)
JUDGE

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No