

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

CRM No.M-36792 of 2017 (O&M)

Date of decision: October 4, 2017

Jasbir Singh alias Jassi and another

...Petitioners

Versus

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr. Partap Singh, Advocate,
for the petitioners.

INDERJIT SINGH, J.

Petitioners-Jasbir Singh alias Jassi and Amrik Singh, have filed this petition under Section 439 of Code of Criminal Procedure for grant of regular bail in case FIR No.547 dated 23.12.2016, registered at Police Station Ambala City, under Section 420 of the Indian Penal Code.

Notice of motion has been issued in this case. Mr. B.S.Virk, Deputy Advocate General, Haryana, has put in appearance on behalf of the respondent-State.

I have heard learned counsel for the petitioners as well as learned State counsel and have gone through the record.

From the record, I find that as per the allegations the complainant company is registered with Department of Telecommunication and is engaged in business of installation of passive infrastructures in India. On 19.11.2016, it came to the notice of complainant-company that cheque bearing No.622899 drawn on Union Bank of India dated 18.11.2016 for Rs.6 Crores with forged signatures of its authorized signatory Ajit Singh

Shangbag has been presented by Harbhajan Singh in his bank. During

investigation, police recorded statement of Harbhajan Singh, who disclosed that the aforesaid cheque was handed over to him by accused Rinku alias Narinder and Jagmohan Singh, who had entered into agreement to sell with him for Rs.12 crores on behalf of complainant-company. The said agreement to sell was witnessed by accused-petitioner Amrik Singh and Jasbir Singh.

Learned counsel for the petitioners argued that there is no document to connect the petitioners with the crime. However, the petitioners themselves have placed on record copy of agreement as Annexure P-2, which has been signed by Harbhajan Singh, Jasbir Singh and Amrik Singh, but it does not bear the signatures of anybody on behalf of the complainant-company. Therefore, it cannot be held that the petitioners have no role to play in the crime, because the petitioners stood as attesting witnesses to the agreement to sell.

Further, as per this agreement, cheque in dispute bearing No.622899 for Rs.6 crores has been given to the vendor. If this agreement has not been executed by the company or by anybody on its behalf, then who was present on behalf of the company and who impersonated at that time while entering into an agreement to sell, is yet to be determined.

Therefore, finding no merit in the present application, the same is dismissed.

However, nothing stated hereinabove shall constitute my opinion on the merits of the case.

October 4, 2017
rajesh k.khurana

(INDERJIT SINGH)
JUDGE