

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M No.5460 of 2017 (O&M)

Date of Decision: 17.2.2017

Harsh Kumar Trigotra

..Petitioner

Vs.

State of Haryana

..Respondent

CORAM: HON'BLE MR.JUSTICE AMOL RATTAN SINGH

Present: Mr.Harsh Aggarwal, Advocate for the petitioner.

Mr.Daman Dhir, Advocate for the complainant.

AMOL RATTAN SINGH, J.

Mr.Aggarwal, learned counsel for the petitioner, submits that the cheques stated to have been received by the petitioners from the respondent-complainant on 10.9.2014, were actually encashed on 1.1.2015, which is the date of the agreement in respect of the house at Panchkula. Mr.Dhir, learned counsel for the respondent-complainant, has pointed to the fact that the agreement in the case of the flat at Shimla, a photocopy of which is annexed as Annexure P-3, nowhere reflects the signatures of the complainant, i.e. Parsu Ram Chhabra, with only his name written below the word 'purchaser', on the last page of the agreement. Further, it is not seen to be signed by any witness. The contention of the learned counsel for the complainant, is that this agreement is wholly fabricated.

Learned counsel for the petitioner further submits that in fact the petitioner had even got a DDR registered on 6.6.2015 at the police post,

Sector 10, Panchkula, to the effect that he had lost three cheques of the State Bank of India at Sector 11, Panchkula, the contention being that they were misused.

Learned counsel for the complainant, on the other hand, points out that in the affidavit dated 6.6.2015 (Annexure P-6), the date of loss of the cheques is given as 10.5.2015. Learned counsel for the petitioner however, in that regard submits that it is an error that crept in the DDR.

Having considered the aforesaid contentions raised before this Court, including the fact that the cheques stated to have been paid by the complainant to the petitioner and his wife at the time of execution of the agreement in respect of the flat in Shimla, were actually encashed on 1.1.2015, thereby lending credence to the argument of learned counsel for the complainant to the effect that the agreement dated 10.9.2014 in respect of the flat in Shimla, is a wholly fabricated document, I do not consider this to be an appropriate case where the concession of anticipatory bail should be granted to the petitioner.

It is to be noticed that the petitioners' wife was admitted to interim anticipatory bail by this Court vide an order passed on 14.2.2017 in CRM No.M-4762 of 2017, noticing therein that the agreement allegedly entered into with the complainant is by the present petitioner (husband of the petitioner in CRM No.M-4762 of 2017). However, in the present case, it being the bail petition of the husband himself, the two cases are not on parity with each other.

However, anything stated hereinabove will be treated to be an

Section 438 Cr.P.C. and not on the merits of the case, which would be otherwise gone into in the investigation etc.

With the above observations, the petition is dismissed.

(Amol Rattan Singh)
Judge

17.2.2017
Meenu

Whether speaking/reasoned - Yes/No
Whether Reportable - Yes/No