

CRM-M-6329-2017 (O&M)

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-6329-2017 (O&M)

Date of Decision: March 18, 2017

Krishan Kumar

...Petitioner

Versus

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

Present: Mr. Sanjiv Gupta, Advocate
for the petitioner.

Mr. B.S. Virk, DAG, Haryana.

Mr. Parminder Singh, Advocate
for the complainant.

AUGUSTINE GEORGE MASIH, J. (Oral):

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Application is allowed, subject to all just exceptions.

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Petitioner has filed the present petition under Section 439 Cr.P.C. for grant of regular bail in case FIR No.347 dated 06.05.2016, registered at Police Station Civil Lines, Karnal, under Sections 419, 420, 467, 468, 471, 384, 120-B and 506 of the Indian Penal Code.

As per the allegations of the prosecution, petitioner is a scribe and it is at his seat that the relinquishment deed was drafted. It is asserted that the fact regarding there being a decree of the Court that the co-accused were not the owners of the property in question was to the knowledge of the

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petitioner and despite knowing the said fact, he had proceeded to draft the relinquishment deed on the basis of agreement dated 21.09.1997. The fact remains that the allegation against the petitioner is that he has drafted the relinquishment deed on the basis of an agreement shown to be executed on 21.09.1997 in Panchayat. He contends that the challan has been presented before the trial Court but the charges have not yet been framed. He, thus, contends that the petitioner who is in custody since 01.02.2017 may be granted the concession of bail as the trial is not likely to conclude soon.

Counsel for the State as also counsel for the complainant have vehemently argued that despite knowing that the alleged agreement dated 21.09.1997 was a forged and bogus document, the petitioner has proceeded to scribe the relinquishment deed dated 15.07.2015. He, therefore, was in a conspiracy with the other co-accused and thus, should not be granted the benefit of bail.

I have considered the submissions made by the counsel for the parties and with their assistance have gone through the FIR.

Perusal of the FIR indicates that the basic allegation against the petitioner is that he being a scribe should not have scribed the relinquishment deed on 15.07.2015 on the basis of an agreement stated to have been executed on 21.09.1997 for which he was aware that the same was a forged document. This assertion with regard to the document dated 21.09.1997 being a bogus one, is a matter of trial to be decided on the basis of the evidence to be led by the parties. The role as has been attributed to

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the petitioner primarily relates to the scribing of the relinquishment deed which is dated 15.07.2015 and therefore, there is no allegation against the petitioner that he had ante-dated the said relinquishment deed. The petitioner is already in custody since 01.02.2017. The trial of the case will take long time. No useful purpose will be served by keeping the petitioner in custody as no recovery has to be effected as challan stands presented.

Keeping in view the facts and circumstances of the present case; without discussing the facts in minute detail and without expressing any opinion on the merits of the case, this criminal miscellaneous petition is allowed and the petitioner is ordered to be released on regular bail to the satisfaction of the trial Court/Duty Magistrate, Karnal.

March 18, 2017

Harish

**(AUGUSTINE GEORGE MASIH)
JUDGE**

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No