

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

**CRM-M No.2394 of 2018
Decided on: 08.05.2018**

Sanjay Kumar Tanwar

....Petitioner

Versus

State of Haryana and another

....Respondents

CORAM: HON'BLE MR JUSTICE ARVIND SINGH SANGWAN

Present : Mr. J.S. Maanipur, Advocate for the petitioner.

Mr. Himmat Singh, DAG, Haryana.

Mr. Pawan Girdhar, Advocate
for respondent No.2.

ARVIND SINGH SANGWAN, J. (Oral)

The petitioner prays for grant of anticipatory bail in FIR No.56 dated 02.02.2017 registered under Sections 406 and 420 IPC at Police Station Sohna, Gurugram, District Gurugram.

Interim anticipatory bail has been granted to the petitioner by this Court vide order dated 22.01.2018, by passing the following order:-

“Learned counsel for the petitioner relies upon Section 14 AC of the Employees' Provident Fund and Miscellaneous Provision Act, 1952, to submit that no sanction of the Central Provident Fund Commissioner or any officer authorised by the central government in terms of the aforesaid provision was taken before the FIR was got registered against the petitioner, which is in any case not maintainable, the only remedy with the employer being institution of a criminal complaint in the competent Court with the previous sanction of the Commissioner or authorised officer.

Notice of motion, returnable on 20.2.2018.

To be heard along with CRM No.M-38036 of 2017.

In the meanwhile, upon the petitioner joining investigation and complying with all conditions stipulated in Section 438(2), Cr.P.C., he would be immediately released on bail, on his furnishing adequate bail and surety bonds, to the satisfaction of the arresting officer/Ilaqa Magistrate.”

Thereafter, on 20.02.2018, it was stated by counsel for the State that though the petitioner has joined the investigation, however, some recovery of contribution of EPF fund of the contractual employees, which the petitioner has taken from the DHBVNL is not deposited by the petitioner and the counsel for the petitioner has stated that the security deposit made by the petitioner is still lying with the complainant and has further undertaken that he will not claim withdrawal of the said security till decision of the trial.

Today, counsel for the petitioner has relied upon the order dated 08.09.2017 passed by this Court in CRM-M No.13450 of 2017 wherein in similar circumstances, the interim bail granted to the petitioner was confirmed.

Counsel for the petitioner has also relied upon the terms and conditions of the Letter of Rate Contract for outsourcing of Manpower for Typing services, Data Entry Operators, GIS Information Updation, Software Maintenance Jobs/Works, wherein as per Clause (12), it was agreed between the parties that the contract was for a period of 01 year and the contractor will make the payment to the employees on submission of a bill in triplicate along with proof of depositing the EPF contribution to the EPF Trust of previous month and the contractor

will submit his bill to the DDOs by first working day of the next month and the DDO will make the payment by 7th of each month. Counsel for the petitioner has, thus, submitted that the contribution was verified each month by the complainant during the subsistence of the contract.

Counsel for the State, on instructions from SI Tara Chand, has not disputed the factual position and submits that the petitioner has joined the investigation and is no more required for any further investigation.

In view of the above, the petition is allowed and the interim bail granted to the petitioner vide order dated 22.01.2018 is made absolute subject to the conditions envisaged under Section 438(2) Cr.P.C.

(ARVIND SINGH SANGWAN)
JUDGE

08.05.2018
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Whether speaking/reasoned	Yes/No
Whether reportable:	Yes/No