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CRM-M-26952-2018 (O&M)

CRM-M-28817-2018 (O&M)

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

CRM-M-26952-2018 (O&M)

Date of Decision:-14.12.2018

Banarsi Dass Verma

... Petitioner

Versus

State of Haryana

... Respondent

2.

CRM-M-28817-2018 (O&M)

Tarun Verma

... Petitioner

Versus

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Pawandeep Singh, Advocate for
Mr. Gurmohan Singh Bedi, Advocate for the petitioner(s).

Ms. Aditi Girdhar, Assistant Advocate General, Haryana with
Mr. Ashok Singh Choudhary, Addl. Advocate General, Haryana.

Ms. Amanpreet Kaur Sabharwal, Advocate for
Mr. Manish Soni, Advocate for the complainant.

GURVINDER SINGH GILL, J.(Oral)

CRM-36299-2018 in CRM-M-26952-2018

In view of the reasons mentioned in the application, the same is allowed and Ishwar Singh son of Late Sh. Roop Chand is impleaded as respondent No.2/complainant.

CRM-36300-2018 in CRM-M-26952-2018

In view of the reasons mentioned in the application, the same is allowed and reply on behalf of respondent No.2/complainant alongwith Annexures C-1 to C-6 are taken on record subject to all just exceptions.

CRM-M-26952-2018 and CRM-M-28817-2018

This order shall dispose of the aforesaid petitions filed on behalf of Banarsi Dass Verma and Tarun Verma seeking grant of anticipatory bail in respect FIR No.389 dated 20.5.2018 registered at Police Station Sadar, Gurugram under Sections 406, 420, 467, 468, 471 and 120-B of Indian Penal Code, 1860

The allegations, in the present case, are that the complainant, who was shareholder in 'Haryana Automotive Private Limited' to the extent of 50% of shares had agreed to transfer the same in favour of the petitioners for an amount of ₹3 crores. Pursuant to aforesaid agreement an amount of ₹1.25 crores was paid by the petitioners to the complainant. However, subsequently some dispute arose regarding the amount due and the petitioners had paid another amount of about ₹87 lacs to the complainant, which as per the complainant had been deposited in his account without his knowledge. It is further the case of the complainant that in fact after the dispute had arisen, the complainant had paid back an amount of ₹1.25 crores in cash. It is further the case of the complainant that despite the return of the said amount of ₹1.25 crores in cash, the petitioners proceeded ahead to transfer the shares on the basis of forged signatures of the complainant.

On the other hand, it is the consistent case of the petitioners that they had been ready and willing and to honour their part of the settlement regarding payment of ₹3 crores. The dispute amongst the parties is also stated to be pending before 'National Company Law Tribunal, New Delhi'.

The learned State counsel has today informed that after

conclusion of investigation a cancellation report has been prepared on 12.12.2018.

In view of the aforestated position, wherein admittedly it had been agreed amongst the parties that the shares would be transferred for an amount of ₹3 crores and from the conduct of the petitioners it is evident that they have been willing to pay the entire amount and the matter is also presently before 'National Company Law Tribunal, New Delhi' and that the police after investigation has chosen to file a cancellation report and also bearing in mind the fact that the petitioners have remained associated with the investigation during all this time, in my opinion, it is a fit case for grant of anticipatory bail. The petitions, as such, are accepted and interim directions issued by this Court vide order dated 29.6.2018 and 12.7.2018 are hereby made absolute subject to the condition that the petitioners shall appear before the Investigating Officer as and when directed.

The present petitions stand accepted accordingly.

14.12.2018

pankaj

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned Yes / No

Whether Reportable Yes / No