

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M No.38649 of 2017
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.356 dated 23.05.2017 registered under Section 406 IPC at Police
Station City Fatehabad, District Fatehabad.

Interim anticipatory bail has been granted to the petitioner
by this Court vide order dated 12.10.2017, by passing the following
order:-

*“Learned counsel for the petitioner relies upon
order dated 10.10.2017 passed by this Court in CRM-M-
38036 of 2017 titled as Sanjay Kumar Tanwar Versus State
of Haryana and another.*

Notice of motion for 04.12.2017.

*In the meantime, in the event of arrest of the
petitioner, he shall be released on ad-interim bail to the
satisfaction of the arresting officer. However, the petitioner
shall join the investigation as and when directed by the
investigating agency and shall abide by the terms and
conditions laid down under Section 438(2) Cr.P.C.*

To be heard along with CRM-M-38036 of 2017.”

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 ASI Baldev

Singh, 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 12.10.2017 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