

207 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

HEMLATA
2018.08.08 09:48
I attest to the accuracy and
integrity of this document

CRM-M-44639-2017(O&M)

Date of decision:02.08.2018

Rajinder Kaur and another

...Petitioners

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

Present: Mr. D.S.Sandhu, Advocate, for the petitioners.

Mr. K.S.Aulakh, DAG, Punjab.

Mr. K.K.Chaudhary, Advocate
for the complainant.

RAJBIR SEHRAWAT, J. (ORAL)

Prayer in this petition is for grant of anticipatory bail in case FIR No. 141 dated 12.09.2017 under Sections 406, 420, 120-B of IPC, registered at Police Station Phase Mataur, SAS Nagar Mohali.

Learned counsel for the petitioners submits that pursuant to the interim order dated 11.01.2018, the petitioners have since joined the investigation. Therefore, the petitioners be granted concession of anticipatory bail.

On this point, counsel for the State, being instructed by ASI Ashwini Kumar, does not dispute the fact that the petitioners have joined the investigation. However, the State counsel has submitted that petitioner No.1 Rajinder Kaur has not cooperated in the investigation. Resultantly, effective material could not be collected by the Investigating Officer in this case. It is further contended by the State counsel that petitioner No.1 has been non-cooperative through out, whenever she joined the investigation.

Be that as it may, the main allegations are only against petitioner No.1 and there are no direct allegations against petitioner No.2.

He has joined the investigation as and when called. Therefore, the present petition is allowed qua petitioner No.2. The interim order dated 11.01.2018 is made absolute qua him.

So far as petitioner No.1 is concerned, there are serious allegations against her. However, counsel for petitioner No.1 has submitted that petitioner No.1 is a poor scheduled caste lady, who has been allotted a gas agency. The complainant happens to be influential person. Therefore the entire case has been fabricated at the instance of the complainant to usurp the gas agency of the petitioner. Counsel for the petitioner further submits that after the allotment of the gas agency, petitioner No.1 had entered into a partnership agreement with one Ravinder Singh Saini. However, that partnership was dissolved because the said Ravinder Singh Saini was not interested in carrying on the partnership. Thereafter, the complainant has fabricated the another partnership deed. It is contended that the petitioner No.1 has never signed the alleged partnership deed. Rather the petitioner was made to put her signatures on some blank papers by Rajinder Goyal of Indian Oil Corporation; at the time of allotment of the gas agency itself; in the year 2016.

Counsel further submits that the signatures of petitioner No.1 on the alleged receipt of payment and all other documents are fabricated. Counsel further submits that all the original documents are in possession of the complainant.

On the other hand, learned counsel appearing for the complainant has submitted that all documents have been duly signed by the complainant. She has taken an amount of Rs.46 lacs. Although this entire amount was paid to petitioner No.1, however, only qua an amount of

Rs.24 lacs, petitioner No.1 has issued a receipt to the complainant; duly signed by her. It is further contended that the partnership deed is duly notarized by the notary and the photographs of the petitioner are very much there. It is further contended that the allegation of petitioner No.1 that the abovesaid Rajinder Goyal, the employee of the Indian Oil Corporation, had taken the signatures of petitioner No.1 on blank papers; is falsified by the very fact that although petitioner No.1 had filed complaint against Rajinder Goyal, however, the complaint has never been pursued further by the complainant.

Counsel submits that, in fact, petitioner No.1 had not invested any capital in gas agency, therefore, she had also issued a cheque for an amount of Rs.1.6, crores as a security for settling any dispute arising from the partnership. That has also been dishonoured on being presented.

Learned State counsel submits that petitioner No.1 has joined investigation, however, she has not produced the original agreement of partnership. The complainant has supplied photocopy thereof. The partnership deed shows that the photograph of petitioner No.1 is very much there. It is further argued that the agreement of partnership is stated to be signed on 23.02.2016, whereas, the allotment is of the month of March, 2016. Therefore, on the face of it, the claim of petitioner No.1 that the signatures were obtained on blank papers, could not be believed. It is further contended that as per receipt, an amount of Rs.24 lacs has been obtained by petitioner No.1 which is yet to be recovered by the police.

Having heard counsel for the parties, this Court does not find this to be a case where the Court should intervene to preclude the full investigation by police, by granting protection to the accused. The

petitioner No.1 was granted protection against arrest so that she can join the investigation and disclose the correct facts to the Investigating Officer. However, as stated by the State counsel, petitioner No.1 has remained totally evasive and has not provided answers to the questions put-forth by the Investigating Agency.

Needless to say that, it is a settled proposition of law that the investigation of a person, while appearing before the Investigating Officer under the protection of Court order is qualitatively different from the custodial interrogation; which can definitely lead to collection of evidence in a better way. In the present case, the facts as pleaded by the counsel for the petitioner No.1 and as reflected from the documents; show that much is hidden than disclosed. Admittedly, the agreement in question is recorded on a stamp paper purchased from e-Sampark, Sector-18, Chandigarh. This stamp paper contains the photographs of petitioner No.1; as well as her signatures thereon. The agreement of partnership also contains the signature of petitioner No.1. The State counsel points out that the earlier partners, namely, Ravinder Singh Saini and Rajinder Goyal are the witnesses in the agreement with the present complaint. The State counsel further verified the facts that petitioner No.1 had issued two cheques amounting to Rs. 1 crore and 60 lacs respectively, in the name of the complainant; which reflects the correctness of the version of the complainant. However, now petitioner No.1 has made an attempt to deny all these documents and transactions and have taken a stand that she is poor scheduled caste lady.

However, in view of the above transactions and dealing of petitioner No.1, it cannot be said that she is only a poor scheduled caste lady, rather she is a business woman, who is alleged to have usurped huge amount of money and now is trying to hide certain material facts, which are necessary to reach at a conclusion by the Investigating Officer. The documents and traces of money are yet to be unearthed by the police.

In view of the above, finding no ground, the present petition is dismissed qua petitioner No.1.

(RAJBIR SEHRAWAT)
JUDGE

02.08.2018
Hemlata

Whether speaking/reasoned	Yes / No
Whether reportable	Yes / No