

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

Sr. No.201

**CRM-M-956-2017 (O&M)**  
**Date of decision : 26.02.2018**

Ravish Kumar

..... Petitioner

**VERSUS**

State of Haryana

..... Respondent

**CORAM: HON'BLE MR. JUSTICE SUDHIR MITTAL**

Present: Mr. Bikram Chaudhary, Advocate, for the petitioner.

Mr. Munish Sharma, AAG, Haryana.

Mr. S.P. Arora, Advocate, for the complainant.

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**SUDHIR MITTAL, J. (Oral)**

The petitioner seeks anticipatory bail in case FIR No.0445 dated 01.10.2016, registered at Police Station City Tohana, District Fatehabad, under Sections 420, 417, 406, 120-B IPC. According to the said FIR, the petitioner purchased poultry feed from the complainant and gave two blank cheques as security for payment of the consideration. However, the consideration was not paid and therefore, the present FIR was lodged against the petitioner.

At the time of notice of motion, it was contended before this Court that in fact, the petitioner had made payment to persons, who were employees of the Kargil Poultry Feeds Mill under the mis-apprehension that they were acting in their own right. Thus, the contention was that the consideration for purchase of cattle feed has already been discharged. This Court granted interim protection to the petitioner and on a subsequent date directed him to file an affidavit in respect of the amounts allegedly paid to the employees of the Kargil Poultry Feeds Mill. Affidavit was filed pursuant

thereto, but according to the averments made therein an amount of almost Rs.36,00,000/- has been paid by cash and no receipts have been produced to support the said payment. Therefore, it is difficult to believe that the consideration for the purchase of poultry feed stands paid. Learned counsel for the petitioner then submits that the dispute is purely a civil dispute and thus, the petitioner would be entitled for grant of anticipatory bail. In this regard, he relies upon a judgment of the Hon'ble Supreme Court of India in **'Ravindra Saxena Vs. State of Rajasthan, AIR 2010, SC 1225'**. There is no quarrel with the proposition that in case the dispute is primarily civil in nature the accused would be entitled to grant of anticipatory bail, however, the dispute in the present case cannot be said to be primarily civil in nature, for the reason that the petitioner purchased poultry feed and gave two blank cheques as security for payment of the consideration. However, the consideration was never paid and therefore, it is clear that there was an intention on his part to defraud the vendor.

In this view of the matter, it cannot be said that the petitioner has already discharged his liability. Even though, the petitioner has joined investigation, recovery of a huge sum of money has to be made and therefore, the petitioner is not entitled to the grant of anticipatory bail.

For the reasons mentioned above, the petition is dismissed.

**(SUDHIR MITTAL)**  
**JUDGE**

**February 26, 2018**

Ramandeep Singh

Whether speaking / reasoned

Yes / No

Whether Reportable

Yes/ No