IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-26594-2017 (O&M)
Date of decision: 20.02.2019

Satpal

....Petitioner

Versus

State of Punjab

....Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. Achin Gupta, Advocate
for the petitioner.

Mr. Sidakmeet Sandhu, AAG, Punjab.

Mr. S.S. Khaira, Advocate
for the complainant.

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ARVIND SINGH SANGWAN, J. (Oral)

Prayer in this petition is for grant of anticipatory bail in FIR No.129 dated 23.06.2017 under Section 420 IPC and Sections 465, 468, 471 IPC (added later on), registered at Police Station Canal Colony Bathinda, District Bathinda.

Learned counsel for the petitioner has submitted that as per allegations in the FIR, got registered by complainant Roop Chand, the petitioner, by way of cheating, has got issued credit limit of Rs.20.00 lacs from the bank, by mortgaging sale deed of house of the complainant. It is further stated in the FIR that the petitioner's son Mohit is running a shop in the name and style of Mohit Fashion and for running that business, the petitioner has obtained the aforesaid limit from the bank. It is further stated that the complainant was doing the accounts work in firm of the petitioner M/s Mohan Lal Satpal and by misusing his faith, the petitioner asked him to hand over the sale deed of his house for the purpose of obtaining the credit limit from the bank and after withdrawing the huge amount, the petitioner has failed to return the amount.

Learned counsel for the petitioner has further submitted that the police conducted an enquiry and recorded the statement of both the parties and after obtaining attested copy of aforesaid limit and other documents from the United Bank of India, has wrongly observed that the petitioner has cheated the complainant by pledging the sale deed of his house with the bank and obtained the limit of Rs.20.00 lacs. It is further submitted that in fact the petitioner has obtained Rs.8.00 lacs and he is ready to return that amount and has already paid certain amount to the complainant.

It is worth noticing that while issuing notice of motion on 26.07.2017, the petitioner has stated that in fact, he has given the sale deed of house of complainant Roop Chand, as collateral security and the complainant had obtained the credit limit from the bank and the petitioner and complainant's wife stood sureties.

The arrest of the petitioner was stayed and he was directed to join the investigation. Later on, the Investigating Officer stated that there are bank entries showing that amount by way of RTGS was transferred to the account of petitioner against credit limit or even to the person, from whom, the petitioner has purchased the goods. Faced with the same, the petitioner requested for referring the case to the Mediation and Conciliation Centre, as it is a money dispute. The case was referred to the Mediation and Conciliation Centre of this Court, however, no amicable settlement could be arrived at between the parties. Thereafter, the petitioner again represented before the Court on 14.05.2018 that an out of Court settlement of Rs.8.00 lacs has been effected and the petitioner has deposited an amount of Rs.3.05 lacs and sought time for payment of balance amount. On 20.09.2018, it is stated that some amount has been deposited but the case was again adjourned.

Today, both the parties represented that no amicable settlement could be arrived and the case was argued on merits.

Learned counsel for the petitioner has argued that in fact, sale deed of house of the complainant was given as collateral security and the bank limit was obtained by him. It is further submitted that the complainant has withdrawn the amount and not the petitioner and therefore, the petitioner is entitled to confirmation of the interim anticipatory bail, as he has not misused the same.

In reply, learned State counsel, assisted by learned counsel for the complainant and on instructions from HC Kashmir Singh, has however opposed the prayer of the petitioner. It is submitted that as per the FIR, the petitioner has cheated the complainant by way of withdrawing an amount of Rs.20.00 lacs from the credit limit and no amount was deposited with the bank, for the purpose of returning the principal amount or the interest.

Learned counsel for the complainant has relied upon the statement of the petitioner dated 08.05.2017 recorded by the Investigating Officer, EO Wing, Bathinda, wherein he admitted the aforesaid fact that in the year 2013, he had obtained the limit of Rs.20.00 lacs against house of the complainant and had been paying the interest every month but due to the fact that his business had flopped, he could not pay the interest. Learned counsel has further placed reliance upon statement of account of Mohit Fashion, wherein the CC limit of Rs.20.00 lacs is shown in its account No.1790250000107 and that amount has been withdrawn from time to time or paid to the third party.

After hearing learned counsel for the parties, I find no merit in the present petition.

Though the petitioner was granted interim bail on 26.07.2017, however, the same was granted on the representation of the petitioner that he will settle the dispute with the complainant and later on, dates were taken by the petitioner for referring the case to the Mediation and Conciliation Centre, however, did not make payment to the complainant, which shows that the petitioner has no intention to pay back the amount.

Even otherwise, from bare perusal of the FIR, it is apparent that it is the petitioner, who has obtained the limit of Rs.20.00 lacs against the property of the complainant and has used that amount for his family business, as there are clear averments in the FIR that since the complainant was working in the firm of the petitioner M/s Mohan Lal Satpal, by misusing his faith, the petitioner procured the sale deed of house of the complainant and by pledging the same, had obtained the aforesaid limit of Rs.20.00 lacs and after withdrawing the amount, he has failed to repay the same. Therefore, the intention to cheat the complainant was there from the date when the limit was obtained from the bank.

The petitioner has been changing his stand and has virtually misused the concession of interim bail, by projecting before the Court that he wants to settle the dispute with the complainant and repay the amount of Rs.20.00 lacs.

Considering the serious allegations levelled in the FIR and also in view of the conduct of the petitioner, I find no ground to grant anticipatory bail to the petitioner.

Dismissed.

[ARVIND SINGH SANGWAN]
JUDGE

20.02.2019
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Whether speaking/reasoned Yes/No

Whether reportable Yes/No