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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-38150-2018

Date of decision-27.11.2019

Sachin Garg

...Petitioner

Vs.

Manoj

...Respondent

CORAM:- HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Hardeep Singh, Advocate for
Mr. Ram Bilas Gupta, Advocate for the petitioner.

None for respondent No.2.

MANOJ BAJAJ, J. (Oral)

Petitioner-Sachin Garg has filed this petition under Section 482 Cr.P.C for modification of the order dated 14.02.2018 (Annexure P-2) passed by learned Additional Sessions Judge, Faridabad in CRA-954-2018 titled as "Sachin Garg Vs. Manoj" whereby the petitioner was admitted to bail with the condition that he shall furnish bank guarantee for an amount of Rs.2,50,000/- within three months.

On 04.09.2018, notice of motion was issued for 02.11.2018 and the operation of the impugned condition was stayed by this Court. As per the office report, the respondent was served. On 02.11.2018, learned counsel for the respondent had appeared and sought time to file reply. Thereafter, no one appeared on behalf of the respondent.

Learned counsel appearing on behalf of the petitioner contends

that the petitioner stands convicted under Section 138 of Negotiable Instruments Act, 1881 vide judgment dated 16.01.2018 passed by Judicial Magistrate First Class, Faridabad. Vide order dated 17.01.2018, learned trial Court, on the application moved by the petitioner, suspended the sentence of imprisonment for a period of 30 days subject to furnishing bonds in the sum of Rs.30,000/- with one surety in the like amount enabling the petitioner to file appeal. However, learned Appellate Court while extending the concession of bail, so granted by the trial Court, has imposed a condition which reads as under:-

7. Appellant is admitted to bail on furnishing bail bond in the sum of Rs.1,00,000/- with one surety in the like amount to the satisfaction of this Court; with the further condition that he shall submit the bank guarantee to the extent of Rs.2,50,000/- within three months from today. The bank guarantee furnished shall be cancelled in case appeal is accepted; whereas in case appeal is dismissed, the bank guarantee shall be utilized for making payment to the complainant. Ordered accordingly.”

Learned counsel for the petitioner submits that the trial Court had awarded a compensation of Rs.10,50,000/- which is the subject matter of the appeal and therefore, the impugned condition imposing bank guarantee to the extent of Rs.2,50,000/- by the Appellate Court is unreasonable.

After hearing learned counsel for the petitioner, this Court finds that the Appellate Court proceeded to impose the condition without recording any satisfaction regarding justification behind it. It is not a case

where the conduct of the accused/convict warranted such imposition of condition. It needs to be noted here that in case the sentence is upheld by the Appellate Court, the complainant can seek execution of the same in accordance with law.

Resultantly, the impugned condition imposed in the order dated 14.02.2018 (Annexure P-2) is set aside and the Appellate Court shall adjudicate the appeal expeditiously, preferably within three months from the date of receipt of certified copy of this order.

Disposed off.

(MANOJ BAJAJ)
JUDGE

27.11.2019
vanita

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No