

S.No.204+101

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

CRM-M-32210 of 2019 (O&M)

Date of Decision:25.11.2019

Tarun Chawla

....Petitioner

Vs.

State of Haryana

.....Respondent

CORAM:- HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

Present:- Mr. N.S. Shekhawat, Advocate and
Mr. Rajinder Kumar Banku, Advocate
for the petitioner.

Mr. M.D. Sharma, AAG, Haryana.

Mr. Surinder Singh, Advocate for the
complainant.

Rajbir Sehrawat, J.(Oral)

CRM No.36551 of 2019

Application is allowed. Documents are taken on record as
Annexures R.1 to R.3.

CRM-M-32210 of 2019

The present petition has been filed by the petitioner under
Section 438 Cr.P.C for grant of anticipatory bail in case FIR No.65 dated
14.05.2019 registered under Sections 420, 406, 506, 120-B IPC at Police
Station Buria (District Yamuna Nagar at Jagadhri).

At the outset, learned counsel for the complainant has pointed
out that at the time of passing of the interim order, the petitioner had made a
wrong averment before this Court on 14.08.2019, wherein he had stated that
the complainant and another person Satpal Chawla; entered into an
agreement to sell qua a property and in that agreement, the cheque issued by
the Company is shown to have been used for consideration. In fact, that

cheque was given to the complainant for disbursement of the loan which the petitioner had availed from Company of the petitioner. Therefore, the interim order deserves to be vacated, being based on wrong presentation of facts.

As response to this, learned counsel for the petitioner has submitted that the said cheque was, in fact, given to the complainant, but as a loan under a written agreement. The said loan also stands availed by the complainant, by encashing the said cheque. However, because of dispute of the complainant regarding another cheque with Satnam Singh, the above-said Satpal Chawla found an opportunity to hatch a conspiracy by showing the same cheque as having been used for consideration for the agreement to sell as well; only to create a case against the petitioner. This has been done by Satpal Chawla without the knowledge of the petitioner or of the Company. It is further pointed out that even the alleged agreement is having only the signatures of complainant – Manish Kumar and Satpal Chawla. Hence, this is clear that this entire mischief was done by Satpal Chawla, who had started hob-nobbing with the complainant; being aggrieved of several other complaints which have been moved by the petitioner and the Company against Satpal Chawla at Delhi. This Court finds the explanation to be probable; though this Court avoids recording anything further in this case. Any disputes between the parties could be decided in other appropriate proceedings.

Counsel for the petitioner further submits that pursuant to the interim direction granted vide order dated 14.08.2019, the petitioner has joined the investigation.

Learned counsel appearing for the State of Haryana, being instructed by SI Ramesh Chander, has not disputed the fact regarding petitioner's joining the investigation.

In view of the above, the interim order dated 14.08.2019 is made absolute.

However, the counsel for the complainant has submitted that the Police had gone to Delhi to arrest the petitioner. He was, in fact, arrested by the Police. However, thereafter, the petitioner was released by Police without producing him before the Court. This has been done in collusion with the petitioner. This Court does not intend to delve into this aspect. However, if the complainant so desires, he would be at liberty to avail his other remedies in this regard, in accordance with law.

Disposed of.

November 25, 2019
renu

(RAJBIR SEHRAWAT)
JUDGE

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No