IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

CRM-M-45586 of 2019
Date of Decision: 06.11.2019

Sandeep Sheoran ....Petitioner

VERSUS

State of Punjab ....Respondent

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Vijay Kumar Sheoran, Advocate
for the petitioner.

Mr. Paramjeet Phor, Advocate
for the complainant.

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SURINDER GUPTA, J.(Oral)

The present petition has been filed under Section 439 Code of Criminal Procedure for grant of regular bail to the petitioner in case FIR No.911 dated 29.08.2019 registered for offences punishable under Sections 406, 420, 506 and 120-B of Indian Penal Code (for short, "IPC") at Police Station Karnal Sadar, District Karnal.

Heard.

Notice of motion.

On asking of the Court, Mr. Munish Sharma, AAG Haryana, who is present in the Court accepts notice and submits that intimation by Registry informing of fixation of the petition has already been received and record of the case is available with him.

As per complainant, he was induced into delivering an amount of ₹60 lakhs on the pretext of appointing him as partner and director in the business under the name of M/s Diya Gas Bottling Pvt. Ltd. by the accused. He has alleged that the deal started in the year 2017, when complainant was offered to join as partner. The meeting took place in Hotel Vivan, G.T. Road, Karnal and the complainant was assured that he will be given agencies in the State of Himachal Pradesh and Jammu and Kashmir. Relying on their representation, an amount of ₹13 lakhs was transferred to the petitioner but the execution of partnership agreement was delayed. When complainant insisted for execution of the deed he was asked to pay remaining amount of ₹47 lakhs. Complainant acceded to their request and paid ₹15 lakhs to Sandeep Sheoran (petitioner) and others at Hotel Vivan, G.T. Road, Karnal. Another amount of ₹32 lakhs was paid at the same hotel in February, 2019. Thereafter, the complainant was neither allowed to enter the premises of business nor involved in any work or decision of the firm. No attempt was made to include him as director of the company. When complainant pursued the matter with petitioner, they threatened to kill him. Petitioner has been arrested in this case on 30.08.2019.

Learned counsel for the petitioner argues that in fact the petitioner had dealings with M/s J.S. Gas Agency, which is being run by brother of complainant. They had been making payment to petitioner against supply of LPG gas and during the period from 17.04.2017 till 17.05.2019, there was dealing of ₹2,19,96,588/-. The amount alleged to be paid by complainant is also part of that dealing with the complainant and are duly included in the ledger account, copy of which has been placed on file as Annexure P-4. As per Memorandum of Understanding (MOU), alleged by the complainant, ₹60 lakhs was to be paid but there is no mention in that MOU that any payment has already been made in the year 2017. The police without verifying the source of payment of ₹47 lakhs by complainant hurriedly arrested the petitioner without looking into the fact that in earlier complaint he had alleged his deal at Panchkula and not at Vivan Hotel. In his complaint he mentioned about the deal at Vivan Hotel just to confer jurisdiction of the Karnal Police.

Learned State counsel mainly relies on MOU in which petitioner is signatory and argues that as per this MOU payment of ₹60 lakhs was made out of which ₹13 lakhs was paid in the year 2017 and remaining in the year 2019.

Learned counsel for complainant also submits that there is documentary evidence of payment made by complainant and the petitioner cannot wriggle out from MOU.

Copy of MOU (Annexure P-3) shows that in para 1 of page 2, column of investment to be made by the complainant is blank. This agreement is stated to have taken place on 04.06.2019. There is no mention in this MOU that any payment had already been made in the year 2017. It is not denied that brother of complainant is having gas agency of petitioner and his deal with petitioner during the period 2017 to 2019 are as per ledger account (Annexure P-4). On query, learned State counsel could not point out from the police file as to whether the police has verified the source of cash payment of ₹47 lakhs allegedly made to petitioner.

Without expressing any opinion on merits of the case but taking note of above facts and keeping in view the fact that after completion of investigation challan against the petitioner has already been presented in Court and conclusion of trial will take considerably long time, the present petition is allowed. Petitioner-Sandeep Sheoran is ordered to be released on regular bail on furnishing bail bond and surety bond to the satisfaction of concerned trial Court/Chief Judicial Magistrate/Duty Magistrate, subject to following terms:-

(a) The petitioner shall comply with the conditions mentioned in Section 437(3) Cr.P.C.

(b) In the event of his absence on any date of hearing, the benefit of bail allowed to the petitioner shall stand withdrawn. The trial Court shall be competent to cancel his bail bond and surety bond and proceed to procure his presence in accordance with law. In that eventuality the petitioner shall have to apply for bail afresh.

(c) He shall not leave the country without the previous permission of the Court.

November 06, 2019 **(SURINDER GUPTA)**
jk **JUDGE**

Whether speaking/reasoned Yes/No

Whether reportable Yes/No