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

CRM-M No. 51348-2019

Date of Decision: 18.12.2019

Ranjit Singh

... Petitioner

Versus

State of Punjab

... Respondent

CORAM : Hon'ble Mr. Justice Jasgurpreet Singh Puri

Present : Mr. Krishan Singh Dadwal, Advocate
for the petitioner.

Mr. Randhir Singh Thind, DAG Punjab.

JASGURPREET SINGH PURI, J.(Oral)

The present petition has been filed under Section 439 Code of Criminal Procedure by petitioner for the grant of regular bail in case FIR No.78 dated 11.06.2017 under Section 420 IPC registered at Police Station Dasuya, Distt. Hoshiarpur, on the ground that the petitioner has been unnecessarily roped in the present FIR.

Learned counsel for the petitioner while describing and narrating the factual position of the present case has submitted that there is one agreement Annexure P-1 between Jagdev Singh through his company M/s A.S.S.G. Trading Private Company Ltd. and one Hansraj Singh for grant of distribution of Animal feed and goods and for which said Hansraj Singh was to pay Rs. 10 lakhs in advance to Jagdev Singh as security. Thereafter, Hansraj had paid the said amount to Jagdev Singh but no such distribution agency was awarded by Jagdev Singh. Learned counsel for the petitioner has further pointed out that so

to the agreement Annexure P-1 and he further states that the total amount of Rs. 10 lakhs was to be given to Jagdev Singh out of which, Rs. 7,50,000/- was paid through him, He has further submitted that thereafter another compromise/agreement was entered into between the parties vide Annexure P-3 whereby said Jagdev Singh was to pay back the amount of Rs. 10 lakh in five equal installments. However, this agreement/compromise was not honoured by Jagdev Singh and thereafter, five cheques of two lakh each were given by Jagdev Singh, which were ultimately dishonoured. Thereafter vide Annexure P-4 present FIR under Section 420 IPC was lodged against him as well as against Jagdev Singh.

Learned counsel for the petitioner has further submitted that so far as the main party to the agreement who has taken money namely Jagdev Singh has already been admitted to bail by the learned trial Court vide Annexure P-5 dated 16.10.2017. He has further submitted that since the agreement Annexure P-3 was ultimately not honoured by Jagdev Singh, two more FIRs were also registered involving other persons including the petitioner as he was witness to the agreement.

Learned counsel further submits that in other two FIRs, he has already been enlarged on bail although it was a default bail under Section 167 Cr.P.C.. He has further submitted that even otherwise also this is purely a case of commercial transaction and a breach of contract and therefore, the criminal prosecution against the petitioner would not be justified.

Per contra, learned State counsel has opposed the bail on the ground that the matter is serious in nature, in view of the fact that Rs. 10 lakh amount was given to Jagdev Singh which he has not returned. He has further submitted that even for the breach of contract an offence under Section 420 IPC would be made out and it is within the powers of the police to prosecute in such

After hearing learned counsel for the parties and and after perusing the record, it is clear that the matter pertains to not returning back sum of Rs. 10 lakh by co-accused Jagdev Singh, even after entering into agreement by giving five cheques which were also dishonored. So far as the nature of the case is concerned, it pertains to purely a commercial transaction and it is equally relevant for the purpose of deciding the present bail application. At this stage, only prima facie case has to be seen and it is clear that the petitioner was only witness to the agreement Annexure P-1 as well as Annexure P-3. Apart from this the main accused Jagdev Singh who had taken Rs. 10 lakh and has purportedly committed breach of contracts has already been enlarged on bail vide Annexure P-5 by the learned trial Court after one month of arrest.

Although, the above stated observations cannot be treated as reflection of anything on the merits of the case but it is only for the purpose of considering grant of bail that these aspects have been considered by this Court.

The petition is allowed. It is ordered that the petitioner shall be released on bail on her furnishing bail bond/surety bond to the satisfaction of the trial Court.

However, anything observed hereinabove shall not be treated as an expression of opinion on merits of the case.

(JASGURPREET SINGH PURI)
JUDGE

18.12. 2019
Parveen Sharma

Whether reasoned/speaking	Yes/No
Whether reportable	Yes/No