

203

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-23417-2020(O&M)

Date of decision : 11.09.2020

Sumit

..... Petitioner

versus

State of Haryana

..... Respondent

CORAM : HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

Present: Mr.Aman Pal, Advocate for the petitioner.

Mr.Saurabh Mohunta, DAG, Haryana.

Mr.Aman Priye Jain, Advocate for the complainant.

TEJINDER SINGH DHINDSA, J. (ORAL)

This case has been taken up through Video Conferencing via Webex facility in the light of Pandemic Covid-19 situation and as per instructions.

Petitioner seeks regular bail pending trial in FIR No.303 dated 03.06.2020, under Sections 420, 467, 468, 471 and 120-B IPC, registered at Police Station Sector 5, Panchkula, District Panchkula.

FIR came to be registered on the complaint of Smt.Santosh Ahuja. Allegations in a nutshell are that a forged and fabricated agreement to sell dated 24.03.2018 in respect of her residential house has been set up by the petitioner herein and in which the petitioner's father namely Azad Singh is one of the attesting witnesses.

On the previous date of hearing the prayer for regular bail was opposed by learned State counsel as also counsel for the complainant on the basis that there were certain relevant documents/cheques etc. which are in possession of the petitioner and which are yet to be recovered.

During the course of hearing today it has gone uncontroverted that six cheque leaves have since been handed over at the instance of the petitioner herein to the investigating agency.

Counsel for the complainant still opposes the prayer by contending that one more cheque for an amount of Rs. 2,90,00,000/- is in possession of the petitioner and which had never been issued by the complainant.

Mr.Aman Pal, counsel for the petitioner has met such objection by contending that a complaint under Section 138 of the Negotiable Instruments Act on the strength of such cheque allegedly drawn for a sum of Rs. 2,90,00,000/- has already been initiated and in which the competent court has issued notice on 23.06.2020. It is urged that so far as such cheque is concerned it would always be open for the complainant to set up her defence in accordance with law.

That apart it would be apposite to take note that the complainant even prior to the target date for execution of the sale deed under the alleged agreement to sell, has herself sold the house to a third party and who is in possession of the house. In other words the agreement to sell dated 24.03.2018 and which is alleged to be forged and fabricated has never been acted upon.

Petitioner was arrested on 05.07.2020.

Allegations hinge on documentary evidence which are already in possession of the investigating agency.

It is not the case made out on behalf of the State or by counsel for the complainant that the benefit of bail if granted to the petitioner, he would be in a position to hamper the course of a free and fair investigation/trial.

Petitioner has already suffered incarceration over a period of more than two months.

Without making any observation on merits the petitioner is held entitled to benefit of bail.

Petitioner be enlarged on bail subject to his furnishing bail bonds/surety bonds to the satisfaction of the Trial Court/Duty Magistrate, Panchkula.

Disposed of.

(TEJINDER SINGH DHINDSA)
JUDGE

11.09.2020
sunita

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