

CRM-M No.25058 of 2020

[1]

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

CRM-M No.25058 of 2020

Date of Decision: 04.09.2020

Renu Malhotra

Petitioner

Versus

State of Haryana

Respondent

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Neeraj Gaur, Advocate for the petitioner.

Mr. Sumit Gupta, Additional Advocate General, Haryana.

AVNEESH JHINGAN, J (Oral):

The matter is taken up for hearing through video conference due to COVID-19 situation.

The present petition is filed seeking regular bail in FIR No.132, dated 24th March, 2018 registered at Police Station Sector 14, Gurugram under Sections 406, 419, 420, 467 and 471 of the Indian Penal Code, 1860.

The allegations in the FIR are that the complainant-Dinesh Aggarwal was introduced to the accused and she asserted of her links with higher officials of the Ministry of Human Resource Development and that she had been entrusted with the task of giving tenders for purchase of raw dry fruits and spices. A sum of ₹ 67,50,000/- was paid through RTGS. Later on, the complainant realized that the accused cheated him by using

forged documents. A sum of ₹ 21,00,000/- was returned but she refused to

repay balance amount of ₹ 46,50,000/-. The petitioner was arrested on 11th June, 2018. The fact of receiving the amount of ₹ 67,50,000/- was authenticated from her bank accounts. A bail application was moved wherein the petitioner offered to pay ₹ 9,00,000/- out of ₹ 46,50,000/-. The offer was not acceptable to the complainant and the bail application was dismissed. Thereafter, a compromise was entered between the parties. As per the compromise, ₹ 9,00,000/- was paid and three post-dated cheques i.e. (i) Cheque No.000133 dated 1.9.2018 amounting to ₹ 16,15,000; (ii) Cheque No.000130, dated 1.10.2018 amounting to ₹ 13,85,000/- and (iii) Cheque No.000134, dated 1.11.2018 amounting to ₹ 7,50,000/-, totalling to ₹ 37,50,000/- were given to the complainant. It was further agreed upon that in case any cheque is dishonoured, seven days time would be given to the petitioner to clear the amount, in case of default, she will surrender before the Court. In view of the compromise, the bail application was allowed on 31st July, 2018 by the Additional Sessions Judge, Gurugram.

In the meantime, the petitioner was arrested in another case on 28th August, 2018. Thereafter, cheque No. 000133 dated 1st September, 2018 amounting to ₹ 16,15,000/- was dishonoured.

Learned counsel for the petitioner states that the petitioner is ready to settle the dispute and make payment of the balance amount to the complainant. It is further submitted that the balance amount will be secured by submitting tangible securities.

Learned State counsel opposes the prayer for grant of bail and submits that there are six more cases pending against the petitioner i.e. one at Jaipur; one and Panipat and four at New Delhi.

On 3rd September, 2020, learned counsel for the petitioner

took time to get instructions as to whether petitioner is ready to clear the balance amount as per the compromise. Today, apart from making bald statement that she is ready to clear the balance amount, no concrete proposal has been put forth. However, it is submitted that she will try to make arrangement for balance payment and clear the balance amount.

No case is made out for grant of concession of bail at this stage, the petition is dismissed.

However, the petitioner would be at liberty approach the trial Court in case she arranges for repayment of money or enters a fresh compromise with the complainant.

[AVNEESH JHINGAN]
JUDGE

4th September, 2020
pankaj baweja

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| 1. Whether speaking/ reasoned | : | Yes / No |
| 2. Whether reportable | : | Yes / No |