

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

**CRM-M No.30207 of 2019
Date of Decision : 28.02.2020**

Parikshit Anand

.....Petitioner

Versus

State of Haryana

.....Respondent

CORAM : HON'BLE MR. JUSTICE SUDIP AHLUWALIA

Present : Mr. Alok Mittal, Advocate
for the Petitioner.

Mr. Manish Bansal, Deputy Advocate General, Haryana
for the Respondent/State.

Mr. K.S. Nalwa, Advocate,
Mr. A.S. Thind, Advocate and
Mr. Y.S. Tiwana, Advocate
for the Complainant.

SUDIP AHLUWALIA, J. (ORAL)

The instant Petition has been filed under Section 439 of the Code of Criminal Procedure (for short, 'the Cr.P.C.') seeking Regular Bail in case FIR No.995, dated 29.11.2018, registered under Sections 406, 420, 467, 468, 471, 474 and 506 of the Indian Penal Code, at Police Station Karnal Civil Lines, District Karnal.

2. Original Register of the Notary Shri Shashi Kant Dutta for the period beginning from March, 2018, is tendered on behalf of the State, in compliance of the previous order.

3. Perusal of the same shows that the Documents being Annxures P-5 (Affidavit) and P-6 (Agreement) have been duly entered at Serial Nos.550 and 549, respectively, on 12th May, 2018, as also the another Agreement and Affidavit sworn by the Petitioner of the same date have been entered at Serial Nos.551 and 552, respectively.

4. To that extent, this Court is at a loss to appreciate the contention raised on behalf of the Petitioner that his signatures on the aforesaid Documents were actually obtained under some kind of duress on blank papers, since his signatures are also verified to exist on the Notary's Register. It is a matter of record that no encashment of any crypto currency was ever done in favour of the Complainant.

5. In such circumstances, the other contention raised that the Cheques referred to in the impugned Agreements are notarized on 12th May, 2018, if at all dishonoured, would have at best entitled the Complainant to seek his remedy under Section 138 of the Negotiable Instruments Act, (for short, the N.I. Act) in the opinion of the Court, is not at all convincing. It may be remarked that if any Cheque/Negotiable Instrument is given by the Drawer with a full understanding that it will actually not be encashed, the same would amount to practicing deception upon the Drawee, who entered into an Agreement on the basis of the said Cheque. The Drawee, in such circumstances, can certainly not be precluded from seeking his independent remedy to

prosecute the Drawer for the offence of cheating, which offence is distinct and exclusive from that of the one under Section 138 of the N.I. Act.

6. In these circumstances, this Court finds no justification to release the Petitioner on bail, at this stage, considering the huge amount of loss to which the Complainant was put to by the Petitioner's alleged deceptions.

7. Dismissed.

8. Let photostat copies of Page Nos.215 to 218, as also first Page of the Notary's Register tendered on behalf of the State be kept with the record.

February 28, 2020

Dpr

**(SUDIP AHLUWALIA)
JUDGE**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No