

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

CRM-M-42553 of 2019

Date of Decision: 1st December, 2020

Parvesh Mittal

.....PETITIONER

VERSUS

State of Punjab

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. L.S. Mann, Advocate for the petitioner.

Ms. Samina Dhir, DAG Punjab.

Mr. Onkar Singh Batalvi, Advocate for complainant.

AVNEESH JHINGAN, J.(oral)

The matter has been taken up for hearing through video conferencing due to COVID-19 situation.

This is a petition for anticipatory bail in FIR No. 44 dated 11.5.2019 under Sections 420, 120-B IPC, registered at police station Khamano, District Fatehgarh Sahib.

The FIR was at the instance of Sukhwinder Singh. It was stated that he had joined the company named TIANJIN, TIANSHI biological and Amandep Singh, Parvesh Mittal and Navdeep Narula were working in the said company. Acquaintance developed among the complainant and these peoples. He was having a commission agent business and they used to take money from the petitioner and money was returned. He was taken to China and they visited various tourist places. After coming back the accused told that they were producing a Punjabi film and can give a role to the son of the complainant. In that pretext

money was sought. It is alleged that Rs. 7.5 lakh was deposited in the account of Navdeep Narula and Rs.15 lakh was deposited in the account of the firm i.e. M/s Health Aura Enterprises , Khanna, District Ludhiana. Rs. 1,10,000/- was deposited in the account of Amandeep Singh, further Cash of Rs. 14,40,000/- was given to Amandeep Singh and his wife. Against the petitioner it is stated that the petitioner was given Rs. 1,00,000/-. The accused failed to give any role to the son of the petitioner, a cheque of Rs.26,10,000/- was given by Amandeep Singh, which was dishonoured. It is alleged that all the accused are partners/directors of M/s Health Aura Enterprises, Khanna, District Ludhiana and have committed fraud and were giving threats to the petitioner. The matter was compromised on 12.8.2018 and 8 cheques amounting to Rs.45,00,000/- were issued which were later on dishonoured.

Interim bail was granted to the petitioner on 22.7.2020. Parties were directed to appear before the Mediation and Conciliation Centre of this Court to explore the chances of amicable settlement. However, report has been received that the matter could not be compromised. Hence, the matter is being taken up for hearing today.

Learned counsel for the petitioner submits that the petitioner has no role in M/s Health Aura Enterprises. He is not the partner in the said firm rather his son Himanshu Mittal is partner. He relies upon order dated 9.9.2019 passed by the Additional Sessions Judge, whereby Himanshu Mittal was granted anticipatory bail. He further relies on order dated 30.8.2019 whereby Manpreet Kaur was granted anticipatory bail. It is further argued that it was only at the stage of compromise to help his son that the petitioner became party to the compromise.

Learned counsel for the complainant opposes the prayer. It is stated that the petitioner was witness to the partnership deed annexed with the petition as Annexure P3. The contention is that the petitioner is actually involved in the working of the firm. The firm is responsible for repayment of the amount collected by its partners. He further argues that there was no occasion for the petitioner to be party to the compromise if he was not the partner in the firm. He submits that Himanshu Mittal is son of the petitioner and is partner in the firm.

Learned State counsel on instructions from SI Shivender submits that the petitioner had admitted before the police official that he is partner in the firm.

Considering that neither the State nor the complainant at this stage is able to dispute the partnership deed annexed with the petition wherein the petitioner is not the partner. The contention of learned counsel for the complainant is of no avail that he is the attesting witness to the partnership deed. Merely because the son of the petitioner is not partner, the petitioner cannot be held responsible for the act of the firm or his son. The major amount has been deposited in the account of the firm or handed over to Manpreet Kaur and her husband. It would be worth to mention that Himanshu Mittal, who are the partners in the firm and Manpreet Kaur who had received money have already been granted anticipatory bail. *Prima-facie* the tone and tanner of complaint is of commercial in nature.

Considering the facts in totality, the interim bail granted to the petitioner is made absolute, subject to the condition as envisaged under Section 438(2) Cr.P.C.

However, it is made clear that anything observed in this order is only for the purpose of deciding the anticipatory bail and shall not be construed as an opinion the merits of the case.

The petition is disposed of accordingly.

1st December, 2020
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(AVNEESH JHINGAN)
JUDGE

Whether speaking/reasoned	Yes
<i>Whether Reportable:</i>	<i>Yes</i>