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HIGH COURT OF CHHATTISGARH, BILASPUR**MCRCA No. 990 of 2021**

Indrapal Singh, S/o Bhupendar Singh Domeer, Aged About 31 Years, R/o Imli Para, Police Station City Kotwali, Bilaspur, District Bilaspur Chhattisgarh.

---- Applicant**Versus**

State of Chhattisgarh, Through the Police Station Bhatgaon, District Baloda Bazar - Bhatapara Chhattisgarh.

---- Non-applicant

 For Applicant : Shri Ravindra Kumar Agrawal, Advocate
 For Non-applicant/State : Shri Vimlesh Bajpai, Govt. Advocate
 For Complainant/objector : Shri Raj Kumar Gupta, Advocate

(Proceedings through Video Conferencing)**Hon'ble Shri Justice Parth Prateem Sahu****Order on Board****31.08.2021**

1. The applicant has preferred this first bail application under Section 438 of the Cr.P.C. for grant of anticipatory bail, as he is apprehending his arrest in connection with Crime No.105 of 2021, registered at Police Station Bhatgaon, District Baloda Bazar -Bhatapara (C.G.), for offence punishable under Section 420 of Indian Penal Code.
2. Case of the prosecution in brief, is that, Dinesh Chandra has lodged a written report before the concerned Police Station on 09.07.2021 mentioning therein that he entered into an agreement to sell his vehicle bearing No.CG-22/M/7467 on 04.05.2020 for a consideration of Rs.34,94,700/-. At the time of execution of agreement, applicant made part payment of sale consideration

and also issued cheque. When he permitted the applicant to take possession of the vehicle from godown of Double Bull Cement Factory where both trucks bearing Nos.CG-22/M/7467 and CG-22/M/7468 of applicant was parked. Applicant took possession of the other vehicle which is not part of sale agreement without his knowledge, as such, applicant cheated the complainant. Based on the written report, First Information Report was registered against the present applicant.

3. Shri Ravindra Kumar Agrawal, learned counsel for the applicant would submit that false allegations have been levelled against the present applicant in written report. He further submits that complainant entered into agreement to sale his vehicle with applicant bearing No.CG-22/M/7468 only and not other vehicle i.e. CG-22/M/7467. It is contended that in furtherance of agreement dated 04.05.2020, another agreement was executed between the parties on 07.04.2021, which is filed as Annexure A/2. From perusal of heading of agreement itself, it is clear that complainant entered into agreement to sale the vehicle bearing No.CG-22/M/7468, which is in possession of applicant. He read over the other clauses of agreement in support of his contention and submits that only in one place in clause-8 erroneously it is mentioned as CG-22/M/7467, which was mistakenly overseen by the applicant at the time of signing of the document because applicant has looked in the heading of agreement where correct vehicle number is mentioned. It is further contended that cheque issued by the applicant got dishonored, for which, complainant

has issued legal notice through his counsel on 02.07.2021 wherein also vehicle number is mentioned as CG-22/M/7468. He would submit that from the documents of complainant himself, it is evident that he sold the Truck bearing No.CG-22/M/7468 and not CG-22/M/7467, hence, present applicant may be enlarged on anticipatory bail.

4. Per contra, Shri Vimlesh Bajpai, Government Advocate representing the State opposing the submissions made by learned counsel for the applicant, would submit that in the written complaint and First Information Report, complainant has levelled allegation that complainant has sold the Truck bearing No.CG-22/M/7467, but took over the possession of Truck No.CG-22/M/7468. However, upon putting specific query with regard to documents placed on record as Annexures A/2 and A/4, he submits that copy of agreement to sale dated 07.04.2021 is available on record and there is mention of agreement to sale of vehicle No.CG-22/M/7468.
5. Shri Raj Kumar Gupta, learned counsel for complainant/objector opposes the submissions made by learned counsel for the applicant and would submit that applicant is in the habit of issuing cheques without having sufficient funds in his bank account. Not only the complainant but other persons also were cheated by the applicant by issuing the cheques to them also without having sufficient funds in his account, hence, applicant is not entitled for grant of anticipatory bail.
6. I have heard learned counsel for the parties.

7. Taking into consideration entire facts and circumstances of the case, nature of allegations, contents of sale agreement dated 07.04.2021 which is also part of the case diary and further, legal notice issued by complainant through his Advocate on 02.07.2021 wherein number of vehicle which is sold by complainant to applicant has been mentioned as CG-22/M/7468, without commenting anything into the merits of the case, I am inclined to release the present applicant on anticipatory bail.
8. Accordingly, bail application is allowed and it is directed that in the event of arrest of the applicant in connection with the aforesaid offence, he shall be released on anticipatory bail on his furnishing a personal bond for a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) with one surety in the like sum to the satisfaction of the arresting officer and he shall be abide by the following conditions :-

(i) he shall make himself available for interrogation by a police officer as and when required;

(ii) he shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer.

(iii) he shall not influence the witnesses during pendency of the trial.

Certified copy as per Rules.

Sd/-

(Parth Prateem Sahu)
Judge