

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**MCRC (A) No.1207 of 2021**

- Aishwarya Pille, S/o Shri Govind Swami Pille, aged about 23 years, R/o Sanjay Nagar, Shikshak Colony, Tehsil Kurud, Distt. Dhamtari (CG) [wrongly recorded as Tehsil & Distt. Raipur in the impugned order sheet]

---- Applicant**Versus**

- State of Chhattisgarh, Through the District Magistrate, Durg, District Durg (CG)

---- Non-applicant

For Applicant : Mr. Shubham Tripathi, Advocate.

For Non-applicant : Mr. Srikant Kaushik, Panel Lawyer

Hon'ble Mr. Justice Parth Prateem Sahu**Order On Board****29/9/2021**

1. This is first application under Section 438 of CrPC for grant of anticipatory bail to applicant as he apprehends his arrest in connection with Crime No.134/2021 registered at Police Station Bhilai Bhatti, District Durg (CG) for commission of offence punishable under Section 420 of IPC.
2. Case of the prosecution, in brief, is that applicant made a call from his mobile on mobile phone of complainant and stated that he can engage her Scorpio vehicle in TCS Company, Raipur on monthly rent of Rs.37,000/-. Complainant agreed to give her vehicle on rent to TCS Company, Raipur through applicant. Applicant sent driver by name Anind Verma to bring vehicle from residence of complainant in Bhilai. Complainant handed over vehicle as also photocopies of documents. After few days applicant again made a phone call and stated that he can also engage her Car with TCS Company on monthly rent of Rs.25,000/-. Applicant again sent driver Anind Verma for taking car from residence of complainant. The car was registered in the name of Preeti Das, sister of complainant.

Applicant has stated that he will execute agreement within one or two days but applicant neither executed agreement nor paid agreed amount of rent to complainant. When complainant contacted applicant on mobile phone, he stated that he is out of station or gave some other explanation. After lapse of much time when agreement is not executed nor agreed rent of vehicles was paid to complainant, she lodged written report based upon which FIR is registered against applicant.

3. Mr. Shubham Tripathi, learned counsel for applicant would submit that applicant himself has rented his vehicle to TCS Company, Raipur. Allegation levelled against applicant is absolutely false and baseless. He submits that applicant had taken vehicles from complainant and deployed the same with TCS Company, Raipur. Applicant simply acted as mediator between owner of vehicles and TCS Company which hired two vehicles. Applicant has not committed any offence as alleged against him, hence he may be enlarged on anticipatory bail.
4. Mr. Srikant Kaushik, learned Panel Lawyer for the State opposes the submissions made by learned counsel for applicant and submits that from the contents of FIR, statements of complainant and driver Anind Verma, who took vehicle from residence of complainant, it is apparent that it is applicant who took possession of vehicles from complainant for deploying it with TCS Company, Raipur on agreed rent of Rs.37000/- & Rs.25,000/- respectively. Applicant has neither returned back vehicles nor entered into agreement or paid amount of rent to complainant, which shows intent of applicant. Vehicles were found parked in unmanned condition under a flyover bridge in Bhilai.
5. I have heard learned counsel for the parties.
6. Taking into consideration nature of allegations levelled against applicant; the fact that taking vehicles from possession of complainant is not disputed by applicant; recovery of vehicles

from unknown place in Bhilai in unmanned condition under flyover bridge, I am not inclined to grant anticipatory bail to applicant.

7. Accordingly, anticipatory bail application is rejected.

Sd/-
(Parth Prateem Sahu)
Judge

roshan/-