NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR

MCRCA No. 1697 of 2020

Purushottam Lal Soni S/o Late Shri Sohanlal Soni Aged About 55 Years Partner- M/s Soni Traders, Residence Of 4/14, Second Floor, W.E.A. Karolbag, New Delhi-5

---- Applicant

Versus

1. State Of Chhattisgarh Through Police Station Azad Chowk, District- Raipur (Chhattisgarh)
2. M/s Singhal Buisiness Pvt. Ltd., Having Office At Badhai Para, Giri Chowk, Through Director Shri Ram Agrawal, Present Address 218, Samta Shopping Arcade, Samta Colony Raipur (Chhattisgarh)

---- Respondents

For Applicant.	:	Shri Arvind Sinha, Advocate.
For Respondent/State	:	Ms. Fauzia Mirza, Additional A.G.
For Objector/Complainant	:	Shri Harshwardhan Parganiha, Advocate

---

Hon'ble Shri. Justice Manindra Mohan Shrivastava

Order on Board

19/02/2021

Heard.

1. The applicant is apprehending his arrest in connection with Crime No.276/2018 registered at police station – Azad Chowk, District – Raipur (CG) for alleged commission of offence under Section 420 of IPC.

2. Learned Counsel for the applicant would submit that it is a case arising out of business transactions where applicant had taken Rs.2,37,53,250/- towards supply of Bitumin, but because of reasons beyond his control he could not supply, therefore the advance payment was required to be returned. The applicant had no intention to cheat. The applicant has been making his best efforts to repay the

whole amount and later on a settlement was arrived at between the parties on 27.10.2020 under which the applicant was required to repay the amount in installments. He would submit that in order to honour the agreement, the applicant has paid rupees 30 lakhs, but some of the cheques could not be honoured because of some defect in the cheques and thereafter, the applicant has offered repayment by making various communications including an offer to pay the amount by demand draft, a copy of which is also annexed herewith as **Annexure-A.** Therefore**,** it is argued that the applicant may be protected by grant of anticipatory bail.

3. On the other hand learned counsel for the State and Objector would submit that the huge amount was taken as one payment but no supply was made nor returned of the amount so paid. The applicant had given a cheque which earlier bounced because the account in which the cheque was issued itself was closed. He would further submit that later on, a settlement was arrived at between the parties but after having paid Rs.30 lacs, again the applicant gave a cheque which bounced for other reason. According to him the applicant having repeatedly committed the act of cheating and is not entitled to grant anticipatory bail.

4. In the present case, though the applicant has come out with a case there was no intention to cheat, in this case, *prima facie* it is found that the applicant has taken amount of Rs.2,37,53,250/- from the complainant in the name of supply of Bitumin but no supply was made and later on a cheque was issued which bounced. Then a compromised was arrived at after registration of criminal case against the applicant, and an amount of Rs.30 lacs is said to have been paid but again, cheque towards payment of periodical amount bounced.

Learned counsel for the applicant would submit that thereafter the objector has been offered payment which he is not accepting.

5. Taking into consideration the aforesaid aspects present is not a case for grant of anticipatory bail at this stage, the application for grant of anticipatory bail is therefore rejected, however, with liberty to revive the same in view of subsequent development.

Sd/-

(Manindra Mohan Shrivastava)
Judge

yasmin