IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

(202) **CRM No. M-5767 of 2021**
Date of Decision : 27.10.2021

Satinder Singh Goldy

....Petitioner

Versus

State of Punjab

.....Respondent

CORAM : HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present:- Mr. Keshav Pratap Singh, Advocate for the petitioner.

Mr. Kirat Singh Sidhu, Deputy Advocate General, Punjab.

Mr. R.S. Randhawa, Advocate for the complainant.
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<u>Harsimran Singh Sethi, J. (Oral)</u>

The petitioner is seeking anticipatory bail in FIR No.21 dated 20.01.2021 under Sections 406,420 IPC registered at P.S Focal Point, District Ludhiana.

Learned counsel for the petitioner contends that the petitioner has joined investigation in terms of order passed by a co-ordinate Bench of this Court dated 15.02.2021. Order dated 15.02.2021 is as under:-

> *"Prayer is for grant of anticipatory bail in case FIR No.21 dated 20.01.2021 under Sections 406,420 IPC registered at P.S Focal Point, District Ludhiana.*
>
> *FIR was lodged at the instance of complainant Dinesh Thapar, who stated that his mother Rama Thapar is owner of Thapar Detergent Company, E-584, Phase-7, Focal Point, Ludhiana. As his mother was old therefore, the complainant was looking after the affairs of the said firm since long. The petitioner used to purchase chemicals from the complainant. It is alleged that the complainant supplied Chemical to the*

petitioner and an amount of Rs.39,85,600/- was outstanding against the petitioner which he has refused to pay. The petitioner issued Cheque No.125470 dated 03.08.2019 of Rs.19 lacs, which was dishonored with the remarks 'Drawers Signature Differs'. Thereafter, the petitioner issued second Cheque No. 125469 dated 22.12.2019 of Rs.21,10,600/- drawn on Union Bank of India, B.O, Guru Tegh Bahadur Hospital, Ludhiana but the same was also dishonored on being presented due to non-CTSC. When, the complainant approached the petitioner he flatly refused to return any money. On the other hand he threatened the complainant. It was alleged that the petitioner with a malafide intention to commit fraud, had cheated the complainant under well planned conspiracy.

Learned counsel for the petitioner admitted that there were business dealings between the two firms since 2008. He stated that the alleged outstanding amount is in respect of the supply which being of inferior quality was returned to the complainant. Since 13.09.2012 there have been no dealings between the petitioner and the complainant. He argued that the institution of the present FIR is an abuse of the process of law. The debt, if any, has become time barred. A purely civil dispute is being giving a criminal colour just to harass the petitioner. As regards the cheques alleged issued by the petitioner which have been dishonoured, Ld. Counsel argued that those cheques were never issued to the petitioner's Firm nor do they bear his signatures. He has relied on a certificate issued by his banker the Union Bank of India . He further argued that in any case the complainant has filed a complaint under the Negotiable Instruments Act regarding the dishonour of the cheques.

Ld. Counsel for the complainant argued that the complainant has been defrauded by the petitioner and the FIR has been rightly registered against the petitioner who has refused to return the outstanding amount to the complainant in respect of goods/ material supplied by the complainant.

Having heard Ld. Counsel for the parties, in my view, in *the facts of the case, the petitioner deserves the concession of anticipatory bail. Admittedly there were business dealings between the complainant and the petitioner's firm. The business dealings ceased after the present dispute arose. The petitioner is stating that the goods supplied had been returned to the complainant being of inferior quality. The complainant denies this. As per the complainant two cheques were issued by the petitioner towards clearing the outstanding amount which have been dishonoured. The petitioner alleges that those cheques were forged by the complainant. As per the complainant the outstanding amount pertains to goods supplied in the year 2012. The FIR has been lodged about eight/nine years thereafter, There is no explanation for this delay. Clearly the debt has become time barred.*

Notice of motion for 18.05.2021.

Meanwhile, in the event of arrest, the petitioner shall be released on interim anticipatory bail to the satisfaction of the Arresting/Investigating Officer, subject to the conditions provided under Section 438 (2) Cr.P.C. The petitioner is also directed to join the investigation and cooperate with the Investigating Agency, as and when required."

Learned State counsel, who is present in Court, on instructions from ASI Ram Saroop states that in terms of the order of the co-ordinate Bench of this Court reproduced before, the petitioner has joined the investigation and no further interrogation of the petitioner is required at this stage.

In view of the above, the order dated 15.02.2021 granting interim bail to the petitioner is made absolute.

However, the petitioner shall abide by the conditions stipulated under Section 438(2) Cr.P.C. He shall also join investigation as and when called upon to do so.

In case at any given point of time hereinafter, it is felt by the Investigating Agency that petitioner is required for the investigation but is not co-operating, it will be at liberty to approach this Court for passing appropriate orders.

Anything observed in this order or the order passed by the co-ordinate bench while granting interim bail will not amount to any expression or opinion on merits of the case.

Petition stands disposed of.

October 27, 2021 **(HARSIMRAN SINGH SETHI)**
kanchan **JUDGE**

Whether reasoned/speaking? Yes
Whether reportable? No