

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

Sr. No.102

CRM-M-21354-2021

DATE OF DECISION: May 28, 2021

MANDEEP SINGH

..PETITIONER

VERSUS

STATE OF HARYANA

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE SUDHIR MITTAL

Present: Mr. Inderpal Singh Parmar, Advocate, for the petitioner.

Mr. Sanjay Mittal, Addl. A.G., Haryana.

SUDHIR MITTAL, J. (ORAL)

The petitioner is allegedly the authorized representative of Mahindra and Mahindra Financial Services Limited. The said entity had financed the truck subject matter of the present FIR.

Learned counsel for the petitioner submits that the petitioner took possession of the vehicle as the complainant defaulted in making payments and a direction to this effect was given by the Arbitrator in exercise of powers under Section 17 of the Arbitration and Conciliation Act, 1996. Thus, there was no violation of order dated 26.10.2020 passed by this Court in CWP No.17541 of 2020 as the said order permitted taking over of possession in accordance with law. I am doubtful that an entity who has obtained orders under Section 17 of the Arbitration and Conciliation Act, 1996 can enforce the same without resorting to obtaining help from the Court.

However, in view of the fact that the possession was taken allegedly in exercise of a right of re-possession granted by the agreement of hypothecation, I deem it appropriate to dispose of this petition with a direction to the petitioner to surrender before the trial Court/Duty Magistrate on 31.05.2021 and seek regular bail. In case such an application is filed, the same shall be allowed and he will be released on regular bail on his furnishing bail and surety bonds to the satisfaction of the trial Court/Duty Magistrate.

May 28, 2021
Ankur

(SUDHIR MITTAL)
JUDGE

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No