

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

CRM-M-32636 of 2021

Date of Decision: 12.08.2021

Shubham Mankotia

.....Petitioner

Versus

M/s S.G Enterprises

.....Respondent

CORAM: HON'BLE MR. JUSTICE HARINDER SINGH SIDHU

Present: Mr. Vivek Salathia, Advocate for the petitioner.

HARINDER SINGH SIDHU, J

Petitioner has invoked the jurisdiction of this Court under Section 482 Cr.P.C seeking directions to the learned trial Court to release him on bail on furnishing one surety bond in 15 separate complaints filed under Section 138 of Negotiable Instruments Act, 1881 (for short “the Act”) as the same arise out of the same transaction.

It is stated that co-partner of the petitioner, namely, Rajat Mankotia, who is Managing Director of M/s Mankotia Frozen Foods Private Ltd, entered into agreement dated 16.08.2018 with the respondent-complainant vide which M/s Mankotia had agreed to purchase Poultry Supplements from the respondent-complainant. In order to secure his payment, the respondent had obtained 19 blank cheques from the petitioner. It is stated that subsequently, the contractual relations between the petitioner and respondent-complainant became strained as the quality of the products supplied by the complainant was not upto the mark. Without informing the petitioner, respondent misused the blank cheques and deposited them in the bank after filling up the amount. All the nineteen cheques were dishonored with the remarks that “Exceeds Arrangements” and “Funds Insufficient”.

Thereafter the complainant has instituted 19 separate complaints under Section 138 of the Act against the petitioner.

Learned counsel for the petitioner contends that all the cheques were given by the petitioner by way of security in respect of a single transaction. The petitioner has been summoned in 15 complaints out of which 12 are pending before the learned SDJM, Saridon, District Jind while three complaints are pending in the court of learned JMIC, Safidon. The petitioner had appeared in one of the complaints, namely, NACT/226/2019 and furnished his bail bonds with one surety. In all the cases, he has been ordered to be released on bail subject to his furnishing bail bonds with one surety. He submits that it would be virtually impossible for the petitioner to arrange separate sureties in all 15 complaints filed against him. The complainant is clearly misusing the process of law by filing separate complaints instead of filing one consolidated complaint. He has relied on two orders of this Court in **CRM-M-39185 of 2013 titled Anil Sharma vs. State of Punjab & Anr** passed on 20.11.2013 and **CRM-M-38296 of 2019 titled Devender Adhana vs. State of Haryana** passed on 18.10.2019 to contend that the petitioner may be permitted to furnish a single surety for a commensurately higher amount, by the same person who stands surety for him.

Having heard learned counsel for the petitioner and taking into account the facts of the case, this petition is disposed of with a direction to the learned trial court to allow the petitioner to furnish one solvent surety to the extent of the total of the amount for which the surety bond has been directed to be furnished in all the cases.

The petitioner will furnish valuation Certificate of the property

of the surety and also apprise the Court in how many cases he is surety for the petitioner or other persons.

August 12, 2021
manoj

(Harinder Singh Sidhu)
Judge

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