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

CRM-M No.48578 of 2021 (O&M)

Date of decision: 22.11.2021

Rupesh Kumar

....Petitioner

Versus

State of Punjab

....Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. Rishu Mahajan, Advocate for the petitioner.

Mr. Joginder Pal Ratra, DAG, Punjab.

Mr. Rajesh Kapila, Advocate for the complainant.

ARVIND SINGH SANGWAN J. (Oral)

Prayer in this petition is for grant of anticipatory bail to the petitioner in FIR No.141 dated 23.09.2021 registered under Sections 408/420/381/506 IPC at Police Station City Batala, District Gurdaspur.

Counsel for the petitioner has argued that the FIR was registered at the instance of Sham Lal, who is an Office Incharge of M/s. Delux Sports Company, Batala. It is further submitted that it is stated in the FIR that the petitioner Rupesh Kumar was appointed as an Executive Promotion and Sales and he has received certain sports items, which were to be sent to different Coaches, however, instead of doing so, he has sold the same and has cheated the complainant of Rs.3.50 lacs. It is further submitted that in fact, the petitioner worked from 04.01.2019 till 15.06.2021, when his services were abruptly terminated and he has already moved a demand notice under Section 2-A of the Industrial Disputes Act, 1947, on 10.07.2021 by way of a registered A.D. Cover.

Counsel for the petitioner has further argued that even otherwise in fact, on account of the industrial disputes, vide which the petitioner is seeking reinstatement in service, the present FIR has been registered. It is also submitted that even otherwise, there is a relationship of employer and employee and if any amount is outstanding, the same can be recovered by way of filing a civil suit or the same can be duly adjudicated upon in the proceedings under the Industrial Disputes Act, 1947.

Counsel for the State, assisted by counsel for the complainant has argued that the petitioner was assigned tennis rackets and balls for distributing the same to the Coaches at different centre, however, the petitioner instead of doing so, sold the same and has not repaid the amount to the Company.

Counsel for the State has further submitted that during the investigation, the Coaches have even stated that neither they have given any order to the petitioner nor they have received any kind of sports article.

After hearing the counsel for the parties, considering the fact that it is purely a dispute with regard to recovery of the amount, if any, from the petitioner, regarding the sale proceeds of the sports articles and there is nothing in the FIR from which date to which date, these sports items were entrusted to the petitioner though, there are certain instances given with regard to receiving of the amount, which pertains to the year 2020, I deem it appropriate to grant the concession of anticipatory bail to the petitioner.

Accordingly, the present petition is allowed and the

petitioner is directed to appear before the Investigating Officer within a period of 10 days to join investigation and he shall be released on interim bail on furnishing bail/surety bonds subject to the following conditions:-

- 1. He shall make himself available for interrogation by a police officer as and when required;*
- 2. He shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer; and*
- 3. He shall not leave India without previous permission of the Court.*

Disposed of.

(ARVIND SINGH SANGWAN)
JUDGE

22.11.2021
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Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No