

**In the High Court for the States of Punjab and Haryana
At Chandigarh**

CRM-M-2250-2021 (O&M)
Date of Decision:-7.4.2022

Jagjit Singh

... Petitioner

Versus

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Arun Luthra, Advocate for the petitioner.

Mr. Rahul Mohan, DAG, Haryana,
assisted by ASI Naresh Kumar.

Mr. Naveen Sharma, Advocate for
Mr. Rakesh Gupta, Advocate for the complainant.

GURVINDER SINGH GILL, J.(Oral)

CRM-36386-2021

In view of the reasons mentioned in the application, the same is allowed and order dated 23.3.2021 passed in the case of co-accused, annexed with the application is taken on record as Annexure P-6 subject to all just exceptions.

CRM-M-2250-2021 (Main Case)

1. The petitioner has approached this Court seeking grant of anticipatory bail in respect of a case registered vide FIR No.0481 dated 4.12.2020, Police Station Ambala Cantt. District Ambala, under Sections 420, 406, 506 and 120-B of Indian Penal Code.

2. As per complainant's case, he is owner of four trucks costing about Rs.28 lakhs each which he had got financed from HDFC Bank. The monthly installment in respect of each of the said four trucks was about Rs.68,000/- per month. It is alleged that complainant-Vishal entered into an agreement with Shyam Narayan for sale of two of his trucks and with Jagjit Singh for sale of the other two trucks and that they paid an amount of Rs.12 lakhs in all, out of which Rs.8 lakhs were paid by Jagjit Singh and Rs.4 lakhs paid by Shyam Narayan. It is alleged that as per the understanding, the aforesaid two persons were required to pay the monthly installment of Rs.68,000/- in respect of each of the trucks and while an affidavit/agreement was executed by Jagjit Singh on 10.1.2019, Shyam Narayan executed the agreement/affidavit on 05.02.2019. It is also alleged that aforesaid also agreed to purchase diesel from the complainant's petrol pump. The complainant alleged that while Jagjit Singh, paid 7 installments totalling an amount of Rs.9.37 lakhs approximately, Shyam Narayan paid two installments totalling an amount of Rs.2.72 lakhs. It is alleged that Shyam had made the said payment from the account of Manju. The complainant alleged that thereafter the aforesaid accused did not pay the remaining amount and in fact an amount of about Rs. 10 lakhs is also due to be recovered from them being the dues towards refueling of diesel.
3. At the time of issuance of notice of motion on 15.1.2021, this Court had ordered for grant of *interim* bail to the petitioner while directing him to join investigation.
4. Learned State counsel, upon instructions from ASI Naresh Kumar, has informed that pursuant to interim directions, the petitioner has already joined investigation. It has further been informed that while the two trucks in

question have been recovered, but the amount is yet to be recovered. It has been informed that the petitioner is not involved in any other case.

5. I have considered rival submissions addressed before this Court.
6. Without commenting anything as regards merits of the allegations as levelled by the complainant but while noticing that pursuant to interim directions, the petitioner has since joined investigation and otherwise has a clean record and the trucks in question have been recovered and while also noticing that the other co-accused have already been ordered to be released on bail vide order dated 23.3.2021 passed in CRM-M-43838 of 2020, custodial interrogation of the petitioner is not warranted. The petition, as such, is accepted and the interim directions issued by this Court vide order dated 15.1.2021 are hereby made absolute, subject to the condition that the petitioner shall join investigation as and when called upon to do so and cooperate with the Investigating Officer and shall also abide by the conditions as provided under Section 438(2) Cr.P.C.

7.4.2022

pankaj

**(Gurvinder Singh Gill)
Judge**

Whether speaking /reasoned Yes / No

Whether Reportable Yes / No