

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

**CRM-M-9159 of 2021(O&M)
Date of Decision:10.01.2022**

Raj Kishore

---Petitioner

versus

State of Haryana and another

---Respondents

(Through Video Conferencing)

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Vikram Bali, Advocate
for the petitioner

Mr. Gaurav Bansal, AAG, Haryana

Mr. Sunil Kumar Jha, Advocate
for respondent No. 2

HARSIMRAN SINGH SETHI, J. (Oral)

Petitioner is seeking anticipatory bail in FIR No. 441 dated 24.08.2020, registered under Sections 406, 420, 467, 468, 471, 120-B of the Indian Penal Code at Police Station Sector-5, Panchkula.

Learned counsel for the petitioner argues that the allegation alleged against the petitioner is that he has submitted a forged bank guarantee with the Urban Local Bodies of the Government of Haryana in respect of tender work being executed by the firm belonging to the petitioner. Learned counsel submits that the question whether the petitioner submitted any forged bank guarantee is yet to be proved during the investigation and thereafter trial and as the petitioner is ready to join the

investigation and co-operate, the petitioner be granted the concession of anticipatory bail.

The learned State counsel, on the other hand, submits that in the present case, the allegation against the petitioner is serious that he has forged a bank guarantee so as to continue with a contract which he was executing with the department of local government and even the bank concerned has informed the Local Government Department, Government of Haryana that the renewed bank guarantee No. 23/2017 is a fake bank guarantee, which was supposedly valid upto 23.3.2020. The learned counsel submits that the custodial interrogation of the petitioner is very necessary to find out the truth as to how, the said bank guarantee was forged and who else was involved with the petitioner in the said act.

Mr. Sunil Kumar Jha, Advocate, appearing on behalf of the bank-respondent No. 2 submits that there was only one valid bank guarantee which was issued in the favour of the company belonging to the petitioner which was only valid upto 14.5.2018, after which, the said bank guarantee was withdrawn and the margin money was given back to the company belonging to the petitioner and the same was never renewed. Learned counsel submits that no renewed bank guarantee i.e. Bank guarantee No. 23 of 2017, which was supposedly valid upto 23.3.2020, was ever issued by the bank and the same is forged by the petitioner which fact has already been brought to the notice of the department concerned by the bank and the stand of the bank as of now is also the same.

I have heard learned counsel for the parties and have gone through the record with their able assistance.

In the present case, the allegations against the petitioner are serious of forging a bank guarantee and submitting the same before a Department of Government of Haryana. The investigation needs a stern hand to find out as to how, the said bank guarantee was forged and who else apart from the petitioner was involved as concededly the beneficiary of the said forged bank guarantee in the company being run by the petitioner.

Hon'ble Supreme Court of India in *State represented by the C.B.I. Vs. Anil Sharma, 1997(4) R.C.R.(Criminal) 268*, has held that in case where serious allegations have been alleged and the truth needs to be elicited from the accused, the same can only be done through the custodial interrogation as compared to questioning a suspect, who is already on anticipatory bail.

Learned counsel for the petitioner further submits that no bank guarantee was liable to be paid by the petitioner after May 2018 and, therefore, question of forging any bank guarantee does not arise. The letter which is being relied by the petitioner dated 18.9.2019 (Annexure P-7) is clearly demanding a bank guarantee from the petitioner and the said letter has been issued in the year 2019. In case, the petitioner was not liable to pay any bank guarantee or extend the bank guarantee already given, why the department will be asking the petitioner to extend the bank guarantee, therefore, the said fact cannot come to the rescue of the petitioner with regard to grant of anticipatory bail, at this stage.

Keeping in view the facts and circumstances of this case, the purpose of investigation will only be achieved in case custodial interrogation of the petitioner is undertaken.

No ground is made out to grant the concession of anticipatory

bail to the petitioner.

Dismissed.

(HARSIMRAN SINGH SETHI)
JUDGE

10.01.2022

PARAMJIT

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No