

CRM-M-9809-2021

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

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CRM-M-9809-2021 (O&M)

Date of Decision: 21.01.2022

PARMINDER SINGH

... Petitioner

Versus

STATE OF PUNJAB

... Respondent

CORAM: HON'BLE MR. JUSTICE HARNARESH SINGH GILL

Present: Mr. Gurcharan Dass, Advocate,
for the petitioner.

Mr. Saurav Khurana, DAG, Punjab.

Mr. Rishab Garg, Advocate for
Mr. Ayush Gupta, Advocate
for the complainant.

(Through Vide Conferencing)

HARNARESH SINGH GILL, J.(Oral)

Prayer is for grant of regular bail in case bearing FIR No.01 dated 01.01.2020, registered under Sections 420, 465, 467, 468, 471 and 120-B IPC at Police Station Division No.5, Ludhiana.

Learned counsel for the petitioner states that the petitioner has been falsely involved in the present case and he has been in custody since 06.01.2021. He further submits that though the charges in this case have been framed on 09.07.2020, yet the fact remains that till date no witness has been examined. Still further, it is submitted that a compromise was effected between the parties and the petitioner has paid substantial amount of the compromise.

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On the other hand, learned State counsel assisted by learned counsel for the complainant submits that the petitioner, being an agent of ICICI company, has duped the complainant of Rs.48 lacs, inasmuch as, on the asking of the petitioner, the complainant took a policy in his mother's name and paid Rs.60 lacs to the petitioner. Later on, when the complainant was in need of money, he inquired from ICICI Company regarding the money given by him to the petitioner and then only he got to know that only Rs.12 lacs out of Rs.60 lacs were deposited by the petitioner to the ICICI Company and the remaining Rs.48 lacs have been taken away by the petitioner himself.

I have heard the learned counsel for the parties.

It is a case in which the petitioner has induced the complainant and thereafter duped him of a huge amount. Though, a compromise has already been executed between the parties pursuant to which the petitioner has paid Rs.3 lacs, yet 06 (six) cheques amounting to Rs.3,16,000/- each given by the petitioner, on presentation, have bounced. Thereafter, the complainant filed a complaint under Section 138 of Negotiable Instruments Act 1881.

Keeping in view the huge amount involved coupled with the modus operandi adopted by the petitioner to cheat the complainant, no case is made out to grant the concession of regular bail to the petitioner.

Dismissed.

21.01.2022

Amandeep

(HARNARESH SINGH GILL)

JUDGE

Whether speaking/reasoned

: *Yes/No*

Whether reportable

: *Yes/No*