

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH.**

CRM-M-13980-2022

Date of Decision:-25.04.2022

Mohit Kumar.

.....**Petitioner.**

Versus

State of Haryana & Anr.

.....**Respondents.**

CORAM:- HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present:- Mr. Punit Malik, Advocate for the Petitioner.

Mr. Praveen Kumar Aggarwal, DAG Haryana.

Mr. Manish Dhankar, Advocate for complainant.

JASJIT SINGH BEDI, J. (ORAL)

The Prayer in this second petition is for the grant of regular bail under Section 439 Cr.PC in case FIR No.128 dated 07.07.2021 under Sections 419, 420, 467, 468, 471 IPC registered at Police Station Sector 53, Gurugram.

The brief facts of the case are that on 07.07.2021 complainant Pankit Gajjar moved a complaint alleging therein that Manish Sharma and Varun Saxena are employees of Customer Relationship Care Department (CRCD) and Asha Infotech Solutions which are associated with IRDAI Insurance Regulatory Body. They asked him to pay 10,28,960/- on 05th July to release his funds in his bank account. Prior to this Varun Saxena called him on 27th June on his phone and gave him details about his pending insurance claim amounting to Rs.22,80,000/- and in order to get his refund, he had to pay Rs.1,52,000/- to remove insurance agent codes which he paid in two installments on 27th June and 28th June. It has been further alleged that the said person had also stated that here are two more insurance agent

codes so he had to pay Rs.3,05,000/- (152500 x 2) which he also paid on 30th June. The said agent further stated that the refund amount is too high so he had to open insurance demat account for which he had to pay Rs.4,42,000/- which he paid on 1st July. All the amount was paid in the bank account of Manish Sharma. Thereafter Varun Saxena called him and stated that amount is to be paid into Asha Infotech Solutions account and not into Manish Sharma's account and the amount will be Rs.4,42,000/- +18% GST= Rs.521550/- and he paid the same on 2nd July into the account of Asha Infotech Solutions. Thereafter Varun Saxena stated that refund was transferred from their side but blocked by the “back end team” as they did not have the full and final release statement on a stamp paper with his signature for which he had to pay Rs.8,72,000/-+18% GST= Rs.10,28,960/- which he paid on 3rd July. Thereafter Manish Sharma called him and stated that Varun Saxena met with an accident and he demanded further Rs.10,28,960/- more as Varun Saxena did not take his signatures on a bond paper letter head and stamp paper. He stated that he had already paid Rs.24,50,020/- in one week and now they were threatening him that if he did not pay the said amount all the refund will be lost. He prayed for taking action against them. On this complaint, the case was registered. Investigation was carried out. During investigation, offences under Sections 467, 468, 471 IPC were added. After completion of investigation, final challan under Section 173(2) Cr.PC was prepared and filed in the Court.

The Counsel for the petitioner contends that the petitioner has not been named in the FIR which was registered against Varun Saxena and Manish Sharma. He contends that an amount of Rs.14,70,000/- already stands recovered from the bank account of above said two accused. He further submits that the complainant has compromised the matter with the intervention of the respectables of the society and would have no objection if the petitioner is granted the concession of regular bail. He refers to the compromise dated 30.01.2022 Annexure P-1.

The Counsel for the complainant has appeared in the Court and has accepted the factum of compromise and submits that he has no objection if the petitioner is granted the concession of regular bail.

I have heard counsel for both the parties.

The petitioner is admittedly in custody since 07.07.2021 and the challan stands presented but the charges are yet to be framed. The petitioner is not involved in any other case except the present one and is having clean antecedents.

Keeping in view the period of custody and the fact that the present case is exclusively triable by a magistrate, as also the fact that compromise has been effected between the parties in this case, the present petition is allowed and the petitioner **Mohit Kumar** son of Sh. Shyam Singh is ordered to be released on bail subject to his furnishing bail bonds and surety bonds to the satisfaction of learned CJM/Duty Magistrate, concerned.

Petition stands disposed of.

(JASJIT SINGH BEDI)
JUDGE

April 25, 2022
Vinay

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>