

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

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CRM-M-32205-2022 (O&M)

Date of Decision: 01.09.2022

KANAK CHAND VERMA

...Petitioner

Versus

STATE OF HARYANA

... Respondent

CORAM: HON'BLE MR. JUSTICE HARNARESH SINGH GILL

Present: Mr. Ajay Ghangas, Advocate
for the petitioner.

Mr. Gagandeep Singh Chhina, AAG Haryana.

HARNARESH SINGH GILL, J.(Oral)

Through this petition, the petitioner seeks regular bail in case bearing FIR No.53 dated 02.02.2019, registered under Sections 406, 420, 467, 468, 471, 506, 120-B and 34 IPC, at Police Station Kundli, District Sonipat.

Status report by way of an affidavit dated 30.08.2022 of the Deputy Superintendent of Police, Rai Sonipat, filed on behalf of the respondent-State, in the Court, is taken on record.

Learned counsel for the petitioner submits that the petitioner is one of the Directors of Company, namely, AM India Mart Ltd. and that on 31.05.2017, an agreement was executed between AM India Mart Ltd. through its Managing Director, namely, Mohan Lal Verma with complainant, namely, Atul Kaushik, pursuant to which the franchise was allotted to the complainant and though the possession of the retail store was also handed over to him, yet the complainant did not open the same.

He further submits that there are total eight accused persons in the present case, out of which two accused persons have been granted regular bail and one has been granted anticipatory bail by a Coordinate Bench of this Court and four have been granted regular bail by the learned trial Court and that the petitioner has been in custody since 26.12.2021. Still further, it is submitted that so far as another case registered and/or pending against the petitioner is concerned, he has not been named in the said FIR.

Per contra, while opposing the prayer for grant of regular bail to the petitioner, learned State counsel does not dispute the custody period of the petitioner. He, however, submits that the petitioner along with the other co-accused had duped the complainant, inasmuch as, he after receiving the amount of Rs.2 crore approximately, had not given any franchise to the complainant and that as per Clause 3 of the agreement in dispute, the amount was/is to be returned with interest @12% per annum or @8% of revenue share on sales. He further submits that post presentation of the challan, the charges are yet to be framed.

I have heard the learned counsel for the parties.

The petitioner has been in custody since 26.12.2021. Agreement dated 31.05.2017 has not been disputed by the parties. Mohan Lal Verma (director of the Company) has already been enlarged on bail. Charges are yet to be framed and the prosecution evidence is yet to commence. In such circumstances, the trial of the case would take a long time to conclude. Therefore, no useful purpose would be served by

keeping the petitioner behind the bars.

In view of the above and without commenting anything on the merits of the case, lest it should prejudice the case of either side, the present petition is allowed and the petitioner is ordered to be released on bail on his furnishing bail/surety bonds to the satisfaction of the learned trial Court/Duty Magistrate/Chief Judicial Magistrate concerned.

01.09.2022

Aman Jain

(HARNARESH SINGH GILL)

JUDGE

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