

CRM-M-35235-2019 (O&M)
Date of Decision:06.04.2022

Vijay Parkash Tiwari

...Petitioner

Versus

State of Haryana

..Respondent

CORAM: HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Sonpreet Singh Brar, Advocate
for the petitioner.

Mr. Sukhdeep Parmar, DAG, Haryana.

Mr. Sachin Luthra, Advocate
for the complainant.

MANOJ BAJAJ, J. (ORAL)

Petitioner has filed this petition under Section 439 Cr.P.C for grant of regular bail pending trial in case FIR No.0024 dated 23.01.2018 under Sections 120-B, 406, 420 Indian Penal Code, 1860 registered at Police Station City, Gurugram, who was arrested on 11.06.2019.

The allegations as noticed by learned Additional Sessions Judge, Gurugram in his order dated 21.08.2019 are as under:-

“Briefly stated, on the basis of a complaint dated 23.1.2018 written on behalf of M/s. Goyal Sales Corporation Jacumpura, Gurugram, the (Bhawna Jain) ASJ, Gurugram (HR0169) 21.8.2019 Vijay Parkash Tiwari Vs. State FIR No.24 of 2018 (Date of Order 21.8.2019) 2 present case was registered as it was pleaded in the complaint that one Hassan Ahmad, the agent of M/s. Astro Suppliers had assured the Proprietor of the complainant firm to get the work of the distributorship from Bombay Dying for District Gurugram for him. At his instance the complainant applied for the

distributorship and various documents were also given by him to Hassan Ahmad. He further ensured the complainant to give the work orders from some other dealer till he gets the dealership. The complainant transferred a sum of ₹50 lakh in the account of Astro Suppliers by way of RTGS with an assurance that the goods worth ₹2 crore would be delivered to him and the balance amount of ₹1.5 crore could be given by the complainant within the next three months. However, thereafter the complainant did not receive any goods despite repeated requests made by him to Hassan Ahmad and when he asked him to return his above said amount, he extended a threat to get him eliminated, if he insisted for payment of the money. As such the complainant alleged that he was neither provided any distributorship as assured to him nor the goods worth ₹2 crore or even ₹50 lakh had been delivered to him, and as such he had been cheated by Hassan Ahmad.”

Learned counsel for the petitioner has argued that on 03.09.2019, the petitioner had offered to settle the dispute with the complainant and expressed his willingness to make a payment of Rs.10 Lacs to the complainant against his liability of Rs.41 lakhs, and subsequently, vide order dated 05.09.2019, the parties were sent to Mediation and Conciliation Centre of this Court for exploring the possibility of an amicable settlement, and petitioner was released on interim regular bail. According to him, the effort of the parties to settle the dispute was successful as they arrived at a settlement. He further submits that in compliance of the directions issued by this Court on 31.01.2022, a sum of Rs.90,000/- (interest + costs) has also been paid to the complainant by way of a demand draft bearing No.310476 dated 25.02.2022. According to him, a separate petition for quashing of the FIR on the basis of compromise has been filed, which is yet to be listed. He prays for bail.

On the other hand, learned counsel for the complainant states that indeed the parties have settled the dispute and presently nothing is due to be paid by the petitioner. He further states that the complaint filed by the complainant under Section 138 of the Negotiable Instrument Act, against the accused would also be withdrawn.

Learned State counsel, assisted by SI Ram Pal also does not oppose the prayer in view of this subsequent compromise between the parties.

Considering the above background, nature of the offences, which are triable by Magistrate and the fact that the investigation is complete, the prayer made in this petition is accepted, as the trial is likely to take considerable time to conclude.

Resultantly, the petition is allowed and petitioner's prayer for grant of regular bail is accepted. It is further ordered that the petitioner shall continue to remain on bail bonds and surety bonds already furnished by him before the trial Court, pursuant to the order dated 05.09.2019, passed by this Court.

06.04.2022
Hemlata

(MANOJ BAJAJ)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No