

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

Reserved on: 12.10.2022

Date of Decision: 21.10.2022

CRM-M No.43041 of 2022 (O&M)

Nitin Bansal

.....Petitioner

Vs

State of Punjab

.....Respondent

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Mr. Sumeet Goel, Sr. Advocate with
Mr. Namit Khurana, Advocate and
Ms. Aakansha Gupta, Advocate
for the petitioner.

Mr. Gaurav Garg Dhuriwala, Addl. A.G., Punjab.

RAJ MOHAN SINGH, J.

[1]. Petitioner seeks grant of regular bail under Section 439 Cr.P.C in case bearing FIR No.7 dated 06.06.2022 registered under Sections 7, 7-A, 13(1)(a), 13(2) of the Prevention of Corruption Act, 1988 (Amendment Act, 2018) and under Section 120-B, IPC (Sections 467, 420, 409, 465, 468, 471 IPC added later on) at P.S. Vigilance Bureau, Flying Squad-1, SAS Nagar (Mohali).

[2]. The FIR in question has been registered at the instance of Harvinder Pal Singh, Deputy Superintendent of Police,

Vigilance, Bureau, Unit SAS Nagar. It has been alleged that during investigation of FIR No.6 dated 02.06.2022 under Sections 7, 7-A of the Prevention of Corruption Act (as amended by Amendment Act, 2018) under Section 120-B IPC, Police Station Vigilance Bureau, Phase-1, Punjab at Mohali, the accused Harmohinder Singh, Contractor, Forest Department made a statement under Section 27 of the Evidence Act that since 2017 till date, he had maintained a diary in respect of bribe which was being given by him from time to time to the senior officers of Forest Department and political persons and their aides. The diary was concealed by him in the basement of his residential house and he could get the same recovered by demarcating and identifying the place. On the basis of aforesaid statement of Harmohinder Singh, diary was recovered and the contents mentioned therein came to be known in respect of bribery given to the officers of Forest Department, political persons and their aides. The diary allegedly contained the details of felling of *Khair* trees, transfer of officers, amount of bribe allegedly paid to the former Forest Minister, reference made to officers of the Department with reference to issuance of NOC, reference of purchase of tree guards, embezzlement in plantation drive, forgery in fake expenses of fencing, leveling of hill areas in Mohali District and regarding mining.

[3]. During investigation, Harmohinder Singh has allegedly disclosed that since about 10 years, he was involved in contractorship for felling of *Khair* trees. Earlier he had worked with different contractors on commission basis. For the last about 5 years, he was working as contractor through his firm namely M/s Gurhar Associates. They carried out the work of *Khair* trees from the month of October to March for which they had to take permit from the Forest Department. In lieu of this work, bribe was received by the officers of Forest Department. For one season, he used to get permit for felling of specified number of trees @ Rs.500/- per tree. The amount was paid to concerned Minister. An amount of Rs.200/- was being paid to the Divisional Forest Officer, an amount of Rs.100/- was being paid to the Range Officer, an amount of Rs.100/- was being paid to the Block Officer and an amount of Rs.100/- was being paid to the Forest Guard. In this way, total amount of Rs.1000/- was being paid for one tree and for 7000 trees, the amount came out to be Rs.70 lakhs, which was being paid per season over the year. About 15 contractors were involved in this business and they also had to pay in the similar amounts to the aforesaid persons. Non-payment of the aforesaid amount would have resulted in non-issuance of permit by the Forest Department and in this way, the contractors were scared of imposition of heavy amount of penalty as well.

[4]. Learned Senior counsel for the petitioner submitted that the petitioner is neither an employee of the Forest Department nor has any concern with the Forest Department. Petitioner is a private individual, therefore, offences under Sections 7 and 13 of the Prevention of Corruption Act have no applicability. Petitioner has been arrayed as an accused only on the basis of disclosure statement made by co-accused levelling allegations in respect of supply of 1450 tree guards to the Forest Department. Petitioner has allegedly paid commission of Rs.800/- per tree guard for procuring the work order for the supply of aforesaid tree guards to the Forest Department. Petitioner is not named in the FIR.

[5]. Learned Senior counsel further submitted that as per allegations, during investigation it has been transpired that Harmohinder Singh during the tenure of Sangat Singh Gilzian, the Ex. Forest Minister had purchased tree guards for maintenance of plants whereby Sangat Singh Gilzian had called all the District Forest Officers of the Forest Department and directed them whatever during tree guards had to be purchased, those were to be supplied by his own man namely Sachin Kumar. Cost of one tree guards was fixed Rs.2800/- and out of this, an amount of Rs.800/- per tree guard was to be paid to the Minister as commission. At that time 80,000/- tree guards were

purchased for the entire State of Punjab and in this way an amount of Rs.6.40 crores was paid as commission to the concerned Minister.

[6]. Learned counsel counsel further submitted that as per allegations M/s Mehtab Shanti Enterprises had supplied about 1450 tree guards and this firm was actually operated by the petitioner, whereas its GST registration was done by the petitioner in the name of one Harmesh Kumar, the father-in-law of his maternal cousin. Co-accused Binder Singh had told the petitioner that another co-accused Vipul Kumar, who is friend of the aforesaid Binder Singh, had good acquaintance with Sangat Singh Gilzian, the then Forest Minister and the aforesaid co-accused Vipul Kumar had talked to the aforesaid Minister in this regard and thereafter the petitioner in connivance with the co-accused had supplied sub-standard 1450 tree guards to the Forest Department @ Rs.2400/- per tree guard, whereas actual cost of the said tree guards was Rs.1400/- per tree guard. In this way, excess payment @ Rs.1000/- per tree guard was received by the petitioner. Thereafter petitioner had made payment of Rs.817/- per tree guard to the co-accused Binder Singh after deducting the GST of each tree guard in cash and this amount was deposited by the petitioner in cash in account of co-accused Binder Singh, who had withdrawn the same

immediately. The said amount was later on allegedly paid to the concerned Minister.

[7]. Learned Senior counsel further submitted that petitioner is in custody since 06.07.2022 and challan has already been submitted qua the petitioner on 04.10.2022. Co-accused have already been granted regular bail by this Court vide common order dated 05.09.2022 passed in CRM-M No.34718 of 2022 and CRM-M No.34487 of 2022. Sangat Singh Gilzian is on interim bail granted by the High Court in CRM-M No.30346 of 2022. Petitioner seeks parity in terms of allegations of connivance raised against Daljit Singh, who has also been granted regular bail by this Court vide order dated 05.09.2022 passed in CRM-M No.34487 of 2022.

[8]. Learned State counsel however opposed the prayer for grant of regular bail on the ground of gravity of offence. The information submitted by the learned State counsel was in sealed cover was opened and perused. Since the information contained in the sealed cover is the elaboration of the stand taken in the challan, therefore, the same is made part of the challan.

[9]. Admittedly, the petitioner is in custody since 06.07.2022 and challan qua him has already been submitted to the Court on 04.10.2022. The complicity of the petitioner would remain

debatable on the basis of material collected by the Police.

[10]. At this stage, without forming any opinion on the merits of the case and for the detailed reasons recorded vide order common dated 05.09.2022 passed in CRM-M No.34718 of 2022 and CRM-M No.34487 of 2022, I deem it appropriate to enlarge the petitioner on regular bail.

[11]. In view of above, the petition is allowed. Petitioner is ordered to be released on bail, subject to his furnishing adequate bail bonds/surety bonds to the satisfaction of the trial Court/concerned Duty Magistrate.

[12]. Nothing expressed hereinabove would be construed to be an expression of any opinion on merits of the case(s).

October 21, 2022

Atik

Whether speaking/reasoned

Whether reportable

(RAJ MOHAN SINGH)
JUDGE

Yes/No

Yes/No