IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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CRM-M-10840-2023

Date of Decision: 14.03.2023

Rajbir Singh

.... Petitioner

Versus

State of Haryana

.... Respondent

CORAM: HON'BLE MR. JUSTICE ASHOK KUMAR VERMA

Present: - Mr. S.S. Duhan, Advocate for the petitioner.

Mr. Gaurav Bansal, Assistant Advocate General, Haryana.

ASHOK KUMAR VERMA, J. (ORAL)

At the oral request of learned counsel for the petitioner, complainant-Bank is hereby impleaded as respondent No. 2. Registry to carry out necessary corrections in the memo of parties.

Mr. Nitin Thatai, Advocate who is present in Court accepts notice on behalf of respondent No. 2-Bank and has filed memo of appearance in Court today. The same is taken on record.

The petitioner has filed the present second petition under Section 439 Cr.P.C., for grant of regular bail in case FIR No. 532 dated 25.11.2020 registered under Sections 120-B, 419, 420, 467, 468 and 471 IPC at Police Station Jind City, District Jind.

Brief facts of the prosecution story in nutshell are that the petitioner had obtained a loan from the complainant-Bank in the name of his mother, who was already expired. It is also apparent that the petitioner induced the bank officials to take over the loan which was already operating against the mortgaged property and induced the bank officials to believe that the signatures appended on the documents of loan are appended by his mother. The application for transfer of loan was processed by the Bank and a sum of Rs.10,47,000/- was disbursed vide cheque No. 00356 dated 24.07.2020 to the leading Bank towards discharge of loan liability of the petitioner against his loan account. It cannot thus be said that the petitioner is not the beneficiary in the transaction as he has received the amount to his credit in the loan account. It has further transpired that the petitioner is a habitual offender and three other similar FIRs have been registered against him.

At the outset, learned counsel for the petitioner, *inter alia,* contends that the the matter has been compromised between the parties and the petitioner had deposited the whole outstanding loan amount with the complainant-Bank. Respondent No. 2-complainant/Bank had also issued 'No Objection Certificate' dated 27.10.2022 (Annexure P-2) in favour of the petitioner and his co-accused. He further contends that the petitioner and his co-accused had also preferred a petition bearing CRM-M-55311-2022 for quashing of impugned FIR, wherein statements of the parties qua genuineness of compromise have also been recorded by the trial Court and the next date of hearing in the aforesaid petition is 08.05.2023. Petitioner is in custody since 11.04.2022. The trial is likely to take long time. No useful purpose will be served by further detention of the petitioner in custody. Thus, it is prayed that the petitioner may be released on regular bail.

Learned counsel appearing for respondent No. 2-Bank (complainant) fairly conceded the factum of compromise between the parties and submits that he has 'no objection' in case, the present petition is allowed and the petitioner may be released on regular bail.

Keeping in view the facts and circumstances of the case, custody period of the petitioner and the fact that the matter has already been compromised between the parties, but without commenting on merits of the case, I am of the considered view that the petitioner deserves the concession of regular bail.

Therefore, the petition is allowed and petitioner-Rajbir Singh, is ordered to be released on regular bail on furnishing of bail/surety bonds to the satisfaction of the trial Court/Chief Judicial Magistrate concerned.

March 14, 2023 **(ASHOK KUMAR VERMA)**
rishu **JUDGE**

Whether speaking/reasoned **Yes/No**

Whether Reportable **Yes/No**