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

CRM-M No.15036 of 2024
Reserved on: 11.07.2024
Pronounced on: 30.07.2024

Rupesh Kumar Chaurasia **...Petitioner**

Versus

State of Haryana **…Respondent**

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Nitish, Advocate for the petitioner.

Mr. Vikrant Pamboo, Sr. DAG, Haryana.

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ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
1633	10.10.2022	Shivaji Nagar, Dhanbad District Gurugram	420, 467, 468, 471, 120-B IPC

1. The petitioner incarcerated in the FIR captioned above had come up before this Court under Section 439 CrPC, 1973, seeking regular bail.

2. In paragraph 7 of the bail petition, the accused declares that he has no criminal antecedents.

3. The facts of the case are being taken from reply dated 08.07.2024 and the relevant paragraph(s) of the same reads as follows:

> *"2. That in brief, the prosecution case is that during the claim petition bearing No. MACP 18/2018 filed by Smt. Shyama and others Vs. Umed Singh and Ors for claiming compensation on account of death of Rakesh Kumar in a Motor Vehicle accident which took place on 05.10.2016 and an FIR No. 312 dated 06.10.2016 was registered at PS Sector 18 Gurugram.*
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> *3. That in compliance with the directions issued by the Court of Sh. Phalit Sharma, Learned MACT, Gurugram vide order dated 02.10.2022, the authorized person of Shri Ram General Insurance Company Ltd. submitted his complaint dated 10.10.2022 mentioning therein that "To The SHO, PS Shivaji Nagar, Gurugram. Subject: Complaint against culprits in terms of Order dated 16.04.2022 in view of Order passed in MACP No. 18/2018 titled Smt. Shyama and Others Vs. Umed Singh & others by the Hon'ble Court of Sh. Phalit Sharma, MACT. Gurugram. Sir, The applicant Shri Ram General Insurance Co. Ltd,*

respectfully submits as under 1. That a claim petition bearing No. 18/2018 titled Smt. Shyama and Others Vs. Umed Singh & Ors. was filed by the petitioners Smt. Shyama and others Vs. Umed Singh & Ors. for claiming compensation on account of death of Sh. Rakesh Kumar in a motor vehicle accident which allegedly took place on 05.10.2016 at about 9.45 PM. within the jurisdiction of PS Sector 17/18 Gurugram. Regarding the said accident an FIR No. 312 dated, 06.10.2016 was registered with PS Sector 17/18 Gurugram. In the claim petition, the accident was claimed to have been caused by driver (respondent No. 1) Sh. Umed Singh s/o Sh. Raghbir Singh resident of Vill. Khoh, Gurgaon, by driving Truck No. HR:55N:0775 and the respondent No. 2 Sh. Manoj Kumar son of Sh. Sube Singh resident of Village Sehrawan, Tehsil Manesar, Gurgaon, was claimed to be its owner. And, the applicant Shri Ram General Insurance Co. Ltd., was arrayed as a party to the claim petition alleging that the Truck No. HR55N:0775 was insured with the Co. for the period from 02.10.2016 to 01.10.2017. 2. However on checking the Co.'s record, it was found that Truck No, HR55N:0775 was insured with the Co. under insurance policy bearing No. 326023/31/17/1408 for the period from 18.10.2016 to 17.10.2017 which was issued from Dhanbad on 18.10.2016. Place as "Dhanbad " and Date as "18.10.2016" are mentioned at the bottom of the said insurance policy itself. A copy of correct Insurance Policy (Ex.R1) is attached herewith for ready reference. It is further submitted this policy was having a special Bar Code and can be digitally verified through any scanner. Copy of compliance of Section 64-B of Insurance Act regarding payment of premium Receipt of Rs. 48,068/-paid by way of cheque No. 005747 dt. 18.10.2016 (realized on 26.10.2016) is also attached. 3. Truck No. HR:55N:0775 was not insured with the respondent No. 3 on 05.10.2016, but, just to shift the possible liability arising from the alleged accident, the respondent No. 1 & 2 have fraudulently and illegally forged and fabricated the insurance policy bearing No. 326023/31/17/001408 with respect to its "Period of Insurance "column (which was actually for the period from 18.10.2016 to 17.10.2017) by fraudulently changing its period of insurance by cutting and pasting on computer system in the column of " Period of Insurance " just in order to make it to show that it was for the period from 02.10.2016 to 01.10.2017, instead of, its correct original period of insurance i.e. from 18.10. 2016 to 17.10.2017. This fact is proved from the very fact that on 02.10.2016, being Sunday, and the National Holiday, the office of the Co. was closed and no such insurance policy was issued. It is also pertinent to note that on the false and fabricated insurance policy for the period from 02.10.2016 to 01.10.2017, the Column of "Cvr. Note No." (i.e. cover note no.) and " Issue Date" are blank. Furthermore, this forgery is very much clear from the fact that for the purpose of issuance of the correct insurance policy, i.e. for the period from 18.10.2016 to 17.10.2017, the vehicle in question was got inspected from the Pre-inspection Team only on 17.10.2016, and, thereafter, on the acceptance of the said report, the insurance policy was issued on 18.10.2016 for the period from 18.10.2016 to 17.10.2017. The fact that the Pre Inspection of the said Vehicle was done only on 17.10.2016, is very much mentioned at the bottom of the forged and fabricated insurance policy itself, a copy of which has been placed on the Court File by the respondent No. 1 & 2 themselves. The said words containing the date of pre inspection i.e. " 17/10/2016" and its findings are being re-produced here *for ready reference. POLICY IS SUBJECT TO EXCLUSION OF DAMAGES NOTED DOWN BY OUR AUTHORISED REPRESENTATIVE DURING THEIR INSPECTION. Preinspection Report: SCRATCHED BODY PARTS: AS PER PI REPORT & PHOTOGRAPHS DONE DATED 17/10/2016 DENTED BODY PARTS: AS PER PI REPORT & PHOTOGRAPHS DONE DATED 17.10.2016. BROKEN BODY PARTS: AS PER PI REPORT & PHOTOGRAPHS DONE DATD 17/10/2016. 4. That, after hearing the matter in detail, the Ld. Court of Sh. Phalit Sharma, Ld. MACT, Gurugram, vide Order dt. 16.04.2022, was pleased to hold that the subject insurance policy is forged one in Para No. 4 & 5, which reads as under: 4. Thus, policy relied by respondents No.1 and 2 prima facie is result of fraud and this fact further gets strength from contents of this policy wherein the date of its issuance is mentioned as 18.10.2016 issued from Dhanbad. It is not possible that a policy issued on dated 18.10.2016 that too after mandatory pre inspection report received, could be effective retrospectively with effect from 02.10.2016 ? Rather, this act of giving the insurance policy a date of its effectiveness just prior to the date of accident i.e. 05.10.2016, is indicative of the fact that the policy cover placed on record by the petitioners as well as respondents No.1 and 2, has been forged and fabricated to show it effective from the date which includes the date of accident, just to mislead the Tribunal so that the liability of the insurance company could fraudulently be got fastened to pay compensation if the petitioners are finally held entitled for compensation. 5. With above observations, this Tribunal concludes that the insurance policy showing its effectiveness w.e.f. 02.10.2016, is prima facie a forged document got prepared or prepared oneself by the respondents No.1 and 2, may be in connivance with the petitioners, with an aim to play fraud upon the judicial system so that the Tribunal holding the offending vehicle as insured on the date of alleged accident, fastens the liability of the insurance company to pay the compensation, which otherwise it was not liable to do, if original insurance policy was placed on record." 6, Thus, the false and fabricated insurance policy claiming to be for the period 02.10.2016 to 01.10.2017 has been declared to be "forged" by the Ld. Court of Sh. Phalit Sharma, Ld. MACT, Gurugram, vide Order dt. 16.04.2022 7. Vide Para No. 6 of the Order dated 16.04.2022 the Hon'ble Court showing concern over fraudulent practices being adopted by the petitioners for creating false jurisdiction at Gurugram and on false plantation of vehicles in connivance of the driver/owner and concerned investigating officer, refer the matter" to inquire into and investigate as to how the policy relied by respondents No. land 2 has been fabricated, who all have connived get it made to play fraud upon the Tribunal etc. " Copies of fabricated insurance policy allegedly for the period from 02.10.2016 to 01.10.2017 and correct insurance policy for the period from 18.10.2016 to 17.10.2017 and a copy of Order dated 16.04.2022 have already been sent to your good self for necessary" inquiry and investigation " by the Hon'ble Court. And, after inquiry, the fabrication and fraud has been found proved by you vide your detail report, which you have already submitted in the said Court. Now, in view of the Order dated 05.09.2022 passed by the Hon'ble Court, I am filing the present application cum complaint for taking action against the culprits. 8. A receipt of the present application may be given for official purpose. :Sd Applicant Arun Kumar, Branch Manager, Authorized Person Shri Ram General Insurance Co. Ltd.*

Arun kr Singh S/o Yad Ram Singh H.NO 4 Vinay Nagar Colony D0-Quarsim Aligarh 202001 9971868885."

4. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that further pre-trial incarceration would cause an irreversible injustice to the petitioner and their family.

5. The State opposes bail and in support thereof, has referred to relevant paragraph(s) of the reply which reads as under:

6. That further investigation of the case was conducted by SI Suresh Kumar, notice was issued to the insurance company for providing the relevant record, copy of POS licence was received from complainant Arun Kumar Singh representative of Shriram General Insurance Company and his statement under section 161 CrPC was recorded. According to his statement the proposal form submitted by accused Manoj Kumar in case FIR No. 312/2016 under section 279, 304A IPC PS Sector 18 Gurugram is forged which is not original. As per the documents Proposal Form No. 668845 dated 17.10.2016 the Cover Note of the vehicle was issued and further policy No. 326023/31/17/001408 dated 18.10.2016 to 17.10.2017 was issued and this policy is registered in the agent code No. is BA0000001852 of Smt. Kavita Chaurasia. According to the insurance policy rule if the old policy of the vehicle is in force, then it can be issued from the same day without photo, if the old policy of the vehicle is broken or is not available then first of all photographs of the vehicle are taken and after the photo the proposal is issued. Whereas, on 16.10.2016 the vehicle HR-55-N-0775 was in the police possession in case FIR No. 312/2016 under section 279, 304A IPC PS Sector 18, Gurugram which was released on superdari 16.10.2016 by the orders of the learned court and it is not possible to reach the vehicle on 17.10.2016 at Dhanbad, Jharkhand whereas the cover note was issued vide proposal Form No. 668845 dated 17.10.2016 and further policy was issued from 18.10.2016 to 17.10.2017 and the photo of the vehicle were shown to be taken at Dhanbad (Jharkhand). During the course of investigation the report relating to case FIR No. 312/2016 under section 279, 304A IPC PS Sector 18, Gurugram was obtained from ASI Bijender Singh MM Police Station Sector 18 Gurugram according to Register No.19 the vehicle bearing registration No. HR-55-N-0775 was entered on 06.10.2016 by ASI Tirlok Chand vide DDE No. 6 and in compliance with the orders of the learned court the vehicle was handed over to the owner Manoj Kumar vide DDE No. 18 dated 16.10.2016 and during the course of investigation of case FIR No. 312/2016 under section 279, 304A IPC PS Sector 18, Gurugram the owner Manoj Kumar had submitted the insurance policy No. 668845 dated 02.10.2016, the copy of the same was also obtained.

7. That further Commissioner of Police, Gurugram vide his office order No. 23393-99/Rdr dated 24.10.2023 constituted a Special Investigation Team (SIT) headed by the Assistant Commissioner of Police, City Gurugram. The member of SIT reached at Jharkhand on 27.10.2023 and wanted to get the record regarding the cover note of vehicle No. HR- 55N-0775 prepared on 02.10.2016 and

17.10.2016 as per the company's book No. 668845 from Ashim Prashad, General Manager Shri Ram Insurance Company but cover note book was told to be deposited at company's headquarter in Jaipur but he extracted the insurance policy issued as per the cover note from his computer system and presented it, which was taken into possession. Further Narender Kumar who send the insurance policy to Pawan Kumar owner of Vishal Service Station Manesar, Gurugram was joined into investigation. The cover note were found to be issued in the Code of Mrs. Kavita Chausaia, Agent Shri Ram General Insurance Company which were prepared by her husband Rupesh Chaurasia (present petitioner) as such Rupesh Chaurasia was arrested on 01.11.2023 his disclosure statement was recorded. The running writing samples of the petitioner were taken. The petitioner was produced before the court of Learned Illaqa Magistrate Gurugram on 02.11.2023 and one day police custody remand was obtained. During police custody remand the petitioner demarcated the place of occurrence at Hazrat Nizamudeen Railway Station, Delhi. The petitioner was produced before the learned court and again two days police custody remand was obtained. During police custody remand amended confession statement was recorded. Thereafter the petitioner was produced in the learned court on 05.11.2023 when he was sent to judicial custody. The Cover Note No. 668845 presented by owner of the vehicle accused Manoj Kumar in case FIR No. 312/2016 under section 279, 304A IPC registered at Police Station Sector 17/18 Gurugram was found to be issued from the Book No. 133769, said Book was recovered from the Insurance Company's office at Karol Bag, Delhi.

14. That the allegations against the petitioner are serious in nature. The specific role of the petitioner in the present case is that he had prepared fake Proposal Form No. 668845, dated 02.10.2016 vide Book No. 133769 and Cover Note dated 17.10.2016 of the vehicle and further policy No. 326023/31/17/001408 dated 18.10.2016 to 17.10.2017 and issued to accused Manoj Kumar, the owner of the vehicle, and this policy has been registered in the agent code No. is BA0000001852 of Smt. Kavita Chaurasia wife of the petitioner. In the original cover note, the date is mentioned as 02.10.2016, however, the same was altered as 17.10.2016 and used in the MACP case No. 18/2018 captioned as 'Smt. Shyama and others Vs. Umed Singh and other in case FIR No. 312 dated 06.10.2016 registered at PS Sector 18 Gurugram."

6. As per paragraph 3A of the bail petition, the petitioner has been in custody since 02-11-2023. Given the penal provisions invoked viz-a-viz pre-trial custody, coupled with the primafacie analysis of the nature of allegations, and the other factors peculiar to this case, there would be no justifiability further pre-trial incarceration at this stage, subject to the compliance of terms and conditions mentioned in this order.

7. Without commenting on the case's merits, in the facts and circumstances peculiar to this case, and for the reasons mentioned above, the petitioner makes a case for bail. This order shall come into force from the time it is uploaded on this Court's official webpage.

8. Given above, provided the petitioner is not required in any other case, the petitioner shall be released on bail in the FIR captioned above subject to furnishing bonds to the satisfaction of the concerned Court and due to unavailability before any nearest Ilaqa Magistrate/duty Magistrate. Before accepting the surety, the concerned Court must be satisfied that if the accused fails to appear, such surety can produce the accused.

9. While furnishing a personal bond, the petitioner shall mention the following personal identification details:

1.	AADHAR number	
2.	Passport number (If available) and when the attesting officer/court considers it appropriate or considers the accused a flight risk.	
3.	Mobile number (If available)	
4.	E-Mail id (If available)	

10. The petitioner shall abide by all statutory bond conditions and appear before the concerned Court(s) on all dates. The petitioner shall not tamper with the evidence, influence, browbeat, pressurize, induce, threaten, or promise, directly or indirectly, any witnesses, Police officials, or any other person acquainted with the facts and circumstances of the case or dissuade them from disclosing such facts to the Police or the Court.

11. Any observation made hereinabove is neither an expression of opinion on the case's merits nor shall the trial Court advert to these comments.

12. A certified copy of this order would not be needed for furnishing bonds, and any Advocate for the Petitioner can download this order along with case status from the official web page of this Court and attest it to be a true copy. If the attesting officer wants to verify its authenticity, such an officer can also verify its authenticity and may download and use the downloaded copy for attesting bonds.

13. **Petition allowed** in terms mentioned above. All pending applications, if any, stand disposed of.

(ANOOP CHITKARA)
JUDGE

30.07.2024
Sonia Puri

Whether speaking/reasoned: Yes
Whether reportable: No.