2024:PHHC:059969

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

105

CRM-M-21525-2024
Date of decision: 01.05.2024

Mohit Mittal .....Petitioner

Versus

State of Haryana .....Respondent

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present : Mr. Lajpat Rai Sharma, Advocate for the petitioner.

****

MANJARI NEHRU KAUL, J.

1. The petitioner is seeking the concession of anticipatory bail under Section 438 of the Cr.P.C. in case FIR No.155 dated 22.05.2023 under Sections 406, 420, 467, 468 of the Indian Penal Code, 1860, registered at Police Station Sector 5, Panchkula, District Panchkula.

2. Learned counsel for the petitioner inter alia contends that it is a matter of record that prior to the registration of the instant FIR annexed as Annexure P-1, the complainant had filed a complaint wherein identical allegations had been levelled against the petitioner, however, when the complaints were investigated no substance was found in the same as a result of which the complaints were consigned to the records. Learned counsel has submitted that the dispute, if any, between the parties is of a civil nature and the petitioner has already returned the disputed amount in cash on different occasions to the complainant. It has been further submitted that the complainant has dubious antecedents and is just attempting to extort money from the

petitioner by filing false cases, as the limitation for filing civil suit for recovery of the disputed amount has already expired. Learned counsel has asserted that in fact it is the petitioner who is a victim at the hands of the complainant being completely innocent and on the other hand the complainant has questionable motive.

3. I have heard learned counsel and perused the relevant material on record including the FIR which is annexed as Annexure P-1.

4. As per allegations levelled, the petitioner was managing financial matters for the businesses of the complainant. Over a period of time, the complainant entrusted various sums of money to the accused for investment, based on assurances of high returns. However, the petitioner in collusion with co-accused Sanjeev Kumar, a Regional Manager at Kotak Mahindra Bank, deceived the complainant. A promise was made to the complainant that they would invest his money in FDRs with high interest rates in different banks but instead the petitioner fabricated documents to suggest that the deposits had been made. Thereafter, the complainant realized that all these claims were false as a result of which he incurred huge financial losses. Despite promises by the petitioner to repay the amount which he had obtained from the complainant for investing on his behalf in FDRs, the petitioner failed to do so even though he entered into a compromise to the said effect. A perusal of the FIR reveals that there are specific allegations levelled against the petitioner. Allegedly, it was upon the assurance given by the petitioner, the complainant entrusted an amount totalling Rs.11,50,000/- for deposit into a Fixed Deposit Receipt (FDR) with

Kotak Mahindra Bank and an additional sum of Rs.1 lakh in the form of the FDR with Yes Bank upon an assurance given by none other than the petitioner that it would yield a high interest rate. The FDR documents which were provided to the complainant by the petitioner also bore the signatures and seals of both the banks. However, subsequently it surfaced that all the certificates which had been provided to the complainant were forged and fabricated, and no deposits in the name of the complainant had been made in the form of FDRs by the petitioner. Prima facie, it does appear to be a huge fraud for which the petitioner does not deserve to be extended the extraordinary concession of anticipatory bail.

5. Accordingly, the instant petition is hereby dismissed.

6. However, it is made clear that anything observed hereinabove shall not be construed to be an expression of opinion on the merits of the case.

01.05.2024 **(MANJARI NEHRU KAUL)**
Vinay **JUDGE**

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No