2024:PHHC:000261

(212) IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-33884-2023 (O & M)
Date of Decision: 04.01.2024

Prabhat Ranjan Kumar

... Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Vivek Salathia, Advocate, for the petitioner.

Mr. Kirat Singh Sidhu, DAG, Punjab.

Mr. Umesh Aggarwal, Advocate, for the complainant.

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JASJIT SINGH BEDI, J.

CRM-53200-2023

The application for placing on record a compromise deed dated 13.12.2023 (Annexure P-5) is allowed as prayed for. The same is taken on record.

CRM-M-33884-2023

The prayer in this petition under Section 439 Cr.P.C is for the grant of regular bail to the petitioner in case bearing FIR No.0065 dated 27.03.2019 under Sections 420, 465, 467, 468, 471 IPC registered at Police Station Civil Lines, Police Commissionerate Amritsar, District Amritsar.

2. The present FIR came to be registered on the basis of a complaint lodged by the complainant-Karambir Kaur and reads as under:-

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"Complaint No.5503-COP dated 26.12.2016, 5-DIG-BR dated 02.01.2017, 186-COP dated 09.01.2017 and 454-ADGP-F dated 26.03.2017 from Karambir Kaur, aged 44 years, wife of Parminder Singh, R/o 2 Karan Vihar, Diamond Avenue, Majitha Road, Amritsar from the office of the Worthy Commissioner of Police, Amritsar-City received at police station, subject of which is To, The Worthy Commissioner of Police, Amritsar City. 1) Complaint against accused No.1 Rahul Kumar s/o (not known), R/o 37, Top Floor, High Income Group Flat (H.I.G.), New Amritsar, 2) Manager, Anand Enterprises, concern of Novelty Hyundai, Pathankot, 3) Manager, Central Bank of India, Branch Verka, Near Railway, Phatak, Verka, Amritsar. Subject:- Complaint regarding registration of case under specific sections against Rahul, Bank Manager and owners of Agency for committing fraud in connivance with each other for illegally using documents and Rs.8.50 lakhs without permission. Sir, the complainant submits her request to you as under:-

1) That I, Karambir Kaur, aged 44 years, wife of Parminder Singh, is Resident of 2 Karan Vihar, Diamond Avenue, Majitha Road, Amritsar. That in 2015, accused No.1 Rahul Kumar met my husband S. Parminder Singh through some known person who has written his address as per the above subject. The accused has told that he is a loan agent. He advised my husband that he can invest more money in seed business. My husband S. Parminder Singh accepted the advice of above accused Rahul Kumar and the above accused Rahul Kumar in the month of October, 2015 got sanctioned a LAP (Property) loan amounting to Rs.27 lakh to my husband from Chola Mandlam Finance Ltd. Company for the business of seeds. In connection with the above loan, documents of my husband and myself like Aadhar Card, Voter Card and photographs were given to Rahul Kumar. 2) That

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in May, 2016 Rahul again met my husband and said that he can get me car loan because he is well known to the Manager, Central Bank of India, Branch Verka and agency owners of Anand Enterprises who is Manager of Novelty Hyundai and he will easily get my loan sanctioned. In May, 2016, Rahul Kumar alongwith my husband went to the bank and the Bank Manager got some documents signed from my husband and two accounts of my husband were opened; one saving and one loan account. On May 30, 2016, Rs.8.50 loan amount got credited in the saving bank account of my husband and on the same date, the same amount of Rs.8.50 got transferred to the account of Anand Enterprises (Proof attached). 3) That when my husband went to agency for taking car, then the Manager of Agency told that the model of Creta Car which you have chosen is presently not available and you will have to wait for few days and after few days, new models are coming then you can get the colour of your choice. But for 10 days, the Agency did not give any car to us. My husband again and again called Rahul Kumar but he used to switched off the phone and for one month, he used to go to agency to get car but neither any car was delivered to us nor any R.C. was signed nor any insurance papers were issued in the name of car nor any documents was signed by me or my husband rather on the other side a burden of paying loan instalment has started in my loan account. 4) That in the first week of July, the Agency owners refused to my husband that they will not give any car to you and you can take back your money and deposit in the bank. After this, the Agency owners gave a cheque to my husband which contained back date 18.07.2016 bearing cheque No.000052 amounting to Rs.8,30,875/- issued from account No.56200014213510 HDFC Bank, Near Doaba Court Road, Amritsar and said that Rs. 19,225/- have been deducted as

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process fee. 5) That when my husband deposited the cheque in his account for encashment then the same got dishonoured because there was difference in amount in words and figures. Owners of Agency and Rahul Kumar in connivance with each other issued wrong cheque to my husband and he knew that the said cheque will be dishonoured and during this, again two months will be passed. 6) That Rahul Kumar used my some documents which he got signed during sanctioning of LAP Loan and without my permission and without my signature, by depositing in the bank car loan, made me joint account holder and by using my fake signatures, he illegally misused the documents. 7) That for taking car loan, I have neither given any documents to Rahul Kumar nor to Bank Manager nor any other person nor the said documents contain my signatures. 8) That Rahul Kumar in connivance with Bank Manager and Agency owners committed fraud with me and usurped an amount of Rs.8.50 from my husband. I have neither went to the bank nor the Bank Manager has got signed any documents by visiting my house. 9) That on 20.12.2016 at about 06:30 PM, Bank Manager, Central Bank, Verka alongwith some recovery agents entered my house and started threatening me that I am loan borrower and return the amount of loan and at that time, no male member was available at home and at that time, I and my maid were alone in the house. The recovery agents accompanying the Bank Manager started threatening me to either make payment or they will pick up the car. 10) That neither the agency gave delivery of the car to us nor they returned our money and by wrongly and illegally attaching my documents with the loan account, they have committed a fraud of Rs.8.50 with me and my husband in an illegal and wrongful manner. Now, the Bank Manager has threatened to use the

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security cheques in a wrongful manner so that the said cheques may be dishonoured and legal action can be taken against me and my husband. So, it is requested that the accused Nos. 1 to 3 may kindly be summoned and they have committed fraud with me and my husband and usurped our which may kindly be got refunded to us and legal action may kindly be taken against them by registering FIR under the specific offences and strict action may kindly be taken against the Bank Manager, Rahul and Agency owners. Thanking you, Complainant Sd/- Karambir Kaur, Mobile No. 7009446912, 8283828441, 9915816200".

During the course of investigation, the petitioner came to be nominated as an accused.

3. The learned counsel for the petitioner contends that the petitioner had been falsely implicated in the present case. Be that as it may, during the pendency of the present petition, a compromise (Annexure P-5) had been arrived at between the parties. The petitioner was in custody since 08.05.2023, investigation stands completed but none of the prosecution witnesses had been examined so far. As, the trial of the present case was not likely to be concluded anytime soon, therefore, the petitioner was entitled to the concession of bail.

4. The learned counsel for the State, on the other hand, contends that serious allegations had been levelled against the petitioner and his co-accused and therefore, he was not entitled to the concession of bail as prayed for. He, however, concedes that a compromise had been arrived at between the parties.

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5. The learned counsel for the complainant has accepted the fact that a compromise had been arrived at between the parties and a quashing petition based on the compromise has been filed in this Court bearing No. CRM-M-63828-2023. He states that the complainant has no objection if the petitioner is granted the concession of bail.

6. I have heard the learned counsel for the parties.

7. Admittedly, the petitioner is in custody since 08.05.2023. The report under Section 173(2) Cr.P.C. was presented on 05.08.2023 after which none of the prosecution witness have been examined so far. Therefore, the Trial in the present case is not likely to be concluded anytime soon. Further, a compromise has been entered into between the parties, consequent to which, a petition bearing CRM-M-63828-2023 has been filed for quashing of the FIR on the basis of a compromise. In this situation, the further incarceration of the petitioner is not required.

8. Thus without commenting on the merits of the case, the present petition is allowed and the petitioner-Prabhat Ranjan Kumar is ordered to be released on bail subject to his furnishing bail bonds and surety bonds to the satisfaction of learned CJM/Duty Magistrate, concerned.

9. The petition stands disposed of.

(JASJIT SINGH BEDI)
JUDGE

January 04, 2024
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Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No

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