IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

106 **CRM-M-38284-2024**
Date of Decision : August 08, 2024

BIKRAMJIT SINGH **-PETITIONER**

V/S

STATE OF PUNJAB **-RESPONDENT**

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Gaurav Chopra, Sr. Advocate with
Mr. Nitin Thatai, Advocate
Ms. Monika Thatai, Advocate and
Mr. Karan Sharma, Advocate
for the petitioner.

Mr. Pardeep Bajaj, D.A.G., Punjab.

Mr. Vicky Sharma, Advocate
for the complainant.

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KULDEEP TIWARI, J. (ORAL)

1. Through the instant petition, as instituted under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023, the petitioner seeks the concession of anticipatory bail in FIR No.124 dated 30.06.2024, under Sections 420, 406, 467, 468, 379 of the IPC, registered at P.S. City Tarn Taran, District Tarn Taran.

2. Succinctly stated, the forging of complainant's signatures on his two cheques resulted in a scam of Rs.27,00,000/- becoming committed with him, besides resulting in registration of the present FIR.

3. The relevant extract of the present FIR, as becomes narrated in paragraph No.3 of the order dated 29.07.2024, whereby, the learned Addi-

tional Sessions Judge, Tarn Taran, has declined to grant anticipatory bail to the petitioner, is reproduced hereinafter:-

> *"3. The FIR in hand was registered on 30.06.2024 on the basis of allegations raised by complainant Gurbhej Singh against Manager Harwinder Singh, Executive Manager Raghav Chug, Bikramjit Singh Relationship Manager and Manoj Kumar. Complainant stated that he was running one limit account bearing number 50200067560716 in HDFC Bank, Jandiala Road, Tarn Taran. He had gone to Canada to stay with his son from 27.06.2023 to 14.03.2024. In his absence, vide cheque number 000006 dated 07.11.2023 Rs.15 Lakhs and cheque number 000047 dated 17.11.2023 Rs. 12 Lakhs, were withdrawn from his above said limit account to the account number 0576000100266472 running in Punjab National Bank Adda, Jhabal, in the name of Manoj Kumar son of Ashok Kumar resident of village Jawal Kalan. Bank officials in connivance with each other alongwith above said Manoj Kumar, cheated him and transferred his amount of Rs.27 Lakhs, lying in his limit account of HDFC Bank, by forging his two cheques from his cheque book during the period when he was in abroad. On the basis of complaint, inquiry was conducted by Deputy Superintendent of Police, Special Crime Branch, Tarn Taran. After detailed inquiry, FIR under Sections 420, 406, 467, 468, 379 of IPC was registered."*

4. The learned senior counsel for the petitioner submits that the complaint made by the complainant does not carry the name of the petitioner as the wrongdoer, rather his name has surfaced subsequently during inquiry/ investigation. Moreover, the allegations levelled in the present FIR do not at all connect the petitioner with the alleged crime. In fact, after returning from abroad (Canada), when the complainant visited the Bank concerned on 02.04.2024 to inquire about his 'No Objection Certificate', it was the petitioner, who apprised him that an amount of Rs.27,00,000/- has been transferred from his limit account, through two forged cheques. Moreover, the peti-

tioner also extended help to the complainant to trace the said amount in the account of the main accused Manoj Kumar.

5. The learned senior counsel for the petitioner further submits that, neither it is the duty of the petitioner to cross verify the signatures on cheques, nor the petitioner has any role to play in the clearance process of cheques. Therefore, if any cheques were cleared for transfer of the amount (supra), the petitioner cannot be held liable for the same.

6. Finally, the learned senior counsel for the petitioner submits that, since petitioner's co-accused Harwinder Singh and Raghav Chug, who are also officials of the bank concerned and are on a co-equal pedestal as the petitioner, have already been granted the relief of interim bail by this Court, through drawing an order on 17.07.2024, upon CRM-M-33810-2024 and CRM-M-33814-2024, therefore, the petitioner also deserve an alike relief of interim bail.

7. This Court has heard the submissions made by the learned senior counsel for the petitioner and also perused the record. The case at hand not only involves breach of trust, but, huge loss to the tune of ₹ 27,00,000/- has also been suffered by an agriculturist, on account of his two cheques bearing forged signatures becoming misused by one Manoj Kumar (main beneficiary).

8. Although the name of the petitioner did not initially surface in the complaint made by the complainant, however, during inquiry/ investigation, it was unveiled that the petitioner, who was working as a Relationship Manager (Agri.) in H.D.F.C. Bank Ltd., Branch: Jandiala Road, used to help the complainant in operating his limit account and sometimes he used to keep complainant's cheque book with him for checking his account and return it there-

after. When the complainant had to visit his son at Canada, he deposited the entire amount of Rs.27,00,000/-, as received from the limit account, and, asked for 'No Objection Certificate' from the petitioner, however, the petitioner kept delaying the matter on one pretext or the other. Since the complainant had already planned his journey to Canada and his flight was scheduled for 27.06.2023, therefore, he went abroad without getting the 'No Objection Certificate', as it was not delivered until his departure. Thereafter, when the complainant returned to India, he went to the branch concerned on 02.04.2024 and demanded his 'No Objection Certificate' from the petitioner, whereupon, he was informed that, out of his limit account No.50200067560716, amount of Rs.15 lacs and Rs.12 lacs has been withdrawn/transferred respectively through two Cheques bearing Nos.000006 dated 07.11.2023 and 000047 dated 17.11.2023. The complainant was further told that 'No Objection Certificate' would be issued only when he returns the amount (supra) along with interest to the bank.

9. What *prima facie* inference becomes generated from the record, is that, after gaining complainant's trust, the petitioner misused his cheques and facilitated the transfer of Rs.27,00,000/- in the account of his co-accused Manoj Kumar.

10. Insofar as petitioner's claim regarding parity treatment with his co-accused Harwinder Singh and Raghav Chug is concerned, this claim does not have any force, inasmuch as, the role of other bank officials/co-accused (supra) is entirely different. None of the bank officials, who have been granted the relief of interim bail, were responsible or involved in the cheque clearance process. Although the petitioner is also not responsible or involved in the

cheque clearance process, however, allegation(s) against the petitioner is that, he is the one, who took undue undue advantage of complainant's trust and knowingly misused his cheques in connivance with his co-accused Manoj Kumar.

11. For all the reasons (supra), this Court is not inclined to grant the extraordinary relief of anticipatory bail to the petitioner. Therefore, the instant petition is **dismissed.**

(KULDEEP TIWARI)
JUDGE

August 08, 2024
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Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No