



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

CRM-M No.39138 of 2024
Date of decision: 21st August, 2024

Harmesh Singh

... Petitioner

Versus

State of Punjab

... Respondent

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present: Mr. Nikhil Vats, Advocate for the petitioner.

Mr. Navdeep Singh, Dy. Advocate General, Punjab
for the respondent/State.

MANJARI NEHRU KAUL, J. (ORAL)

1. The petitioner is seeking the concession of bail under Section 439 Cr.P.C. in case FIR No.77 dated 25.08.2018 under Section 420 of the IPC registered at Police Station Ghanaur, District Patiala.

2. Learned counsel for the petitioner submits that in a Magisterial trial, he has now been in custody for almost 11 months, having been arrested in September, 2023; challan was presented way back on 05.07.2021 and even charges framed, however, possibility of the trial concluding in the near future looks remote as 13 prosecution witnesses still remain to be examined. Learned counsel has further submitted that false allegations have been levelled against the petitioner of having cheated the complainant of an amount of ₹2.00 lacs on the



pretext of selling his truck which, he later on transferred in the name of one Maya Devi.

3. On a pointed query put to the learned counsel as to whether the petitioner is involved in any other criminal case, he has categorically replied in the negative.

4. Per contra, learned State counsel while opposing the prayer and submissions made by the counsel opposite, on instructions, has reiterated the allegations levelled in the FIR in question, which has been annexed as Annexure P-1 and stands reproduced hereinunder:

“Complaint against accused Harmesh Singh son of Satpal Singh r/o HariMajra, J.THP) Tarsem Singh Ambala City and Madan Pal son of Ram Chand r/o San Mazra etc for taking action, Sir It is submitted that I Satpal Singh son of Banarsi Dass is the resident of Ward NO 2 Ghannaur tehsil Rajpura Distt Rajpura that on 18.09.2017 a rapat no 476 has been registered at PS Ghannaur in which I have written that Harmesh Singh had purchased a Tata trala bearing registration no HR 69 A 7428 Model 2007 Maker 2515, which was registered in the name of Madan Pal, along with route permit and all documents on April 2013 and Harmesh Singh Purchaser had no money to pay to Madan Pal for purchase of his Trala on the date fixed for its purchase on the spot then purchaser Harmesh Singh had borrowed the money from me and paid to Madan Pal the owner of trala in front of me, on 14.07.2013 Harmesh Singh had borrowed a sum of Rs 25,000 from me for the admission of his brother Rinku in the hospital at



Chandigarh due to his illness, on dt 18.07.2013 Harmesh Singh borrowed a sum of Rs 45,000 he (Harmesh Singh) had to pay to JT Finance Tarsem Singh Ambala City, on July 2013 has had taken Rs 7000 to be paid to counsel at Patiala and for purchasing the medicine of his brother Rinku, it is also pertinent to mention here that RTA Karnal has challaned the this Trala for overloading and made fine of rs 25,000 and detained the trala at his office, Harmesh Singh called me from Karnal and I gone there in the morning and paid Rs 25,000 to Harmesh Singh, he paid the fine and freed the trala from RTA Karnal in, front of me, and some times for tyres and some times for his domestic need, when the amount becomes 2,00,000/- then Harmesh Singh had gave me all the documents along with route permit farm no 28,29,30,34,35 and special power of attorney and part 2 for the use of transferee, agreement to sale from Madan Pal and one agreement which was made with J.T Hire Purchase Co Ambala City of Tarsem Singh, one affidavit of seller of Madan Pal and in lieu of the amount of rs 2 lacs he had given me Trala No HR 69 A 7428 as guarantee and the power of attorney of aforesaid vehicle, agreement to sale of Tarsem Singh JT Hire Purchase and loan documents and the documents which was taken from Madan Lal gave to me. This trala is still has not been transferred, Harmesh Singh has executed an agreement to get it transferred in the name of Harmesh Singh from Madan Pal and then from Harmesh Singh to Satpal the purchaser and if there is any raised some objection in transferring the vehicle then purchaser Satpal can get it transfer either in his name or in the name of his



choice through court of law. When I asked Harmesh Singh to transfer the vehicle in my name then Harmesh Singh used to tell that the vehicle is still not in his name and his (Harmesh Singh) documents had been kept to you as security. It is pertinent to mention here that I made a DDR NO 476/18/9/2017 to PS Ghannaur then I came to know that Harmesh Singh without taken back tie Id record from me or cancel the same, purchaser has transfer the vehicle in the name of her aunt Maya Devi w/o Balbir Singh who is her family member in connivance with HP Tarsem Singh and seller Madan Pal by preparing the new documents without cancel the old documents and instead of transferring the same in his favour get it transfer in the name of Maya Devi so that he would not pay me my money, this persons has a big family he can harm me or my family any time. Without cancel or taken back the old documents, firstly JT Tarsem Singh Ambala City and Madan Pal Son Mazra had given Route permit along with transfer document in the name of Harmesh Singh of trala no HR 69-A 7428, on the same document Harmesh Singh has sold the trala along with agreement to sale, for transfer and route permit to Satpal son of Banarasi Dass as gurentee, here it is important that Harmesh Singh instead of transferring the trala No HR 69 A 7428 in his name has transferred the same in the name of his real aunt Maya Devi w/o Balbir Singh and thus committed fraud with me after leaving the old document from me and for their wrongful gain and in order to violating the law of govt and take strict action against these persons and by keeping the truthfulness of the previous documents the aforesaid trala may be transferred



in my name, it is pertinent to mention that after committing fraud with me by transferring the trala in the Maya Devi by Harmesh Singh J.T Tarem Singh and Madan Pal, two cheque of my son Amarjit Singh who is soldier of Indian army no 614866 to 614867 of PNB Branch Ghannar which was for the guarantee of Trala no PB 13 Y 9781 were handed over to Amrik Singh son of Avtar Singh r/o Ghannay on dt 21.1.2016 and for taking these cheque Amarjit Singh has lodged a complaint vto PS Ghannaur on 4.8.2017 and Amrik Singh has given the crossed cheque to Bhachitterr Singh and for returning this cheque ,the remson amount has also taken from my family, Amrik Singh had taken rs 47,000 for returning the cheque through Baj Singh who is family member of Amrik Singh and I paid the amount after getting his signature and till now for returning the second cheuge no 614867 rs one lacs has been taken by JT Tarsem Singh Ambala the photo copy is attached. This purchaser/ramson has been by them after they had transfer the trala in the name of Maya Devi instead of transfeeing in the name of harmesh Singh after hiding the old documents, they have committed a big fraud with me, the cheque no 6144867 dt 24.7.2017 which was put by tarsem Singh in his account the same was given by my son Amarjit Singh to Amrik Singh about 3 years back, I request you that because of these incidents my son met with an accident and he was deprived form earning, the aforesaid accused are liable for the disputed amount of rs 40-50 lacs and the aforesaid trala may be cancel in the Maya Devi to my name, I shall be greatfull sd satpal son of Banarsi Dass dt 28.12.2017”



5. Learned State counsel, on instructions, has not disputed the stage of the trial and the custody period of the petitioner. It has been further submitted that the next date of hearing fixed before the trial Court is 23.08.2024, when some more prosecution witnesses are likely to be examined.

6. I have heard learned counsel for the parties and perused the relevant material on record.

7. The petitioner has now been in custody since September 2023 in a Magisterial trial. There is no likelihood of the trial concluding in the near future as 13 prosecution witnesses still remain to be examined. In the facts and circumstances, as enumerated hereinabove, this Court thus deems it fit to extend the concession of bail to the petitioner. The petition as such is allowed and the petitioner is admitted to bail to the satisfaction of the trial Court/Duty Magistrate. 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.

(MANJARI NEHRU KAUL)
JUDGE

August 21, 2024
rps

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