

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-44504-2024 (O&M)

Date of Decision: 18.09.2024

Davinder Singh @ Devinder Singh

... Petitioner

VS.

State of Punjab

... Respondent

CORAM: HON'BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Mr. Dinesh Sharma, Advocate for the petitioner

Mr. Jaspal Singh Guru, AAG Punjab

Mr. Nitin Arora, Advocate for respondent No.2

Sandeep Moudgil, J.

Relief

(1). This petition under Sections 482 BNSS has been filed by the petitioner seeking anticipatory bail in case FIR No.206 dated 02.07.2024 under Sections 316(2) and 318(4) of Bharatiya Nyaya Sanhita, 2023, registered at Police Station Division No.7, District Ludhiana Police Commissionerate.

Facts

(2). Facts as culminating in the FIR, is reproduced as under:-

“...Sir, It is respectfully submits as under 1. That the complainant was running a small vendor shop as street food on Sector-32, Chandigarh Road, Ludhiana. 2 That the applicant was doing the said business with his wife from last 2 years. One person namely Davinder Singh usually visit to the counter of the applicant for having food then he advised the applicant to expand their business as he is having one offer/tender with governmental office in the name of Goodwill Chemical and Company, G.T C. and J.M.C. Capital and India Company for business expansion. Even the accused showed some public notice of the said tender also to

the applicant the accused 3. That after alluring by the Davinder Singh and in good faith the applicant paid some money to the Davinder Singh, there after he started demanding money under the pretext of that tender as such in total the accused Davinder Singh have taken the total amount of Rs. 15,00,000/- from the applicant by way of Gpay even the applicant having each and every transaction with them. 4. That later the applicant repeatedly asking him about the said tender as the accused Davinder Singh assured them that he will get the tender pass from from the companies after getting the payment but when Davinder Singh was not giving appropriate reply to the request of the applicant than all of the sudden he threatened the applicant that don't dare to call me again, the applicant and his wife was shocked to see the behaviour and conduct of the Davinder Singh as they had paid the money by taking loans from the friends and relative. 5. That at present all the money paid by them to Davinder Singh are on loan and even the able to do his earlier applicant is not business at the same place because the people from whom they have taken the money are wherein the demanding the same back. Feeling aggrieved the applicant filed one application to Commissioner of Police, Ludhiana who further marked the same to P.S. Jamalpur, Ludhiana, applicant and his wife repeatedly visited the police station and asked them about the status of the complaint upon which they are not giving any appropriate reply and behaviour of the police officials are clearly showed that the police officials of P.S. Jamalpur along with SHO are influenced by the accused person even the accused Davinder Singh openly threatening the applicant that they cannot do anything against him as he is having links with higher police officials and politician even the accused contested as MP election 2024 from Aam Lok Party United at Ludhiana. 6. That under those circumstances the accused has committed the cheating and breach of trust by taking the amount of Rs. 15,00,000/- under the pretext of providing tender from

companies and till now no money have been from the returned by the accused and no tender is applied or passed by the accused. It is therefore prayed that Special Investigation Team may kindly be constitute and FIR may kindly be registered against Davinder Singh Gill, in the interest of justice. Thanking You Applicant Nishan Singh...”

Submission by the petitioner

(3). Learned counsel for the petitioner submits that the complainant has alleged that a sum of Rs.15 lakh was paid by him in instalments to the petitioner in lieu of getting government tender with the aid of the petitioner and it is highly improbable that one may give such huge amount to anyone that too in instalments for getting tender without knowing the details of the tender. He submits that the complainant was running a food centre under the banner M/s Fateh Food Centre and they filled the tender for providing food to M/s JMC Company who had come from Mumbai and it was during this period, the complainant requested the petitioner to advance him financial help of more than Rs.20 lakhs for purchasing tiffins, utensils etc. and when the complainant refused to pay the amount in toto, the petitioner filed civil suit (Annexure P2) against the complainant and the present FIR is a counter-blast to the civil proceedings instituted by the petitioner.

State's contention

(4). Learned State counsel contends that serious allegations of commission of cheating and breach of trust are levelled against petitioner as he induced the complainant that he would help him in expanding their business and get them tenders with government office by showing him public notice of the tender and took Rs.15 lacs by alluring the complainant by way of G-pay but

thereafter he stopped giving appropriate reply to the request of complainant and then started threatening the complainant and his wife.

Analysis

(5). This Court vide order dated 09.09.2024 granted him to the petitioner to place on record agreement in support of his contention that an amount of Rs.20 lakhs was paid on account of transportation agreement by transporting of food items of the complainant to different parts of the country out of the State of Punjab.

(6). Today, an agreement/memorandum of mutual understanding in the shape of an affidavit dated 02.04.2024 has been filed as Annexure P4 executed between the complainant and the petitioner which would show that the parties had business dealing since 2022 and regularly hiring the vehicles for supply for the purpose of supply of tiffin/water etc. The agreement has been entered into defining the terms and conditions for carrying out daily business only. The allegations levelled against petitioner that he had induced the complainant Nishan Singh and wrongfully obtained sum of Rs.15 lacs from him on the pretext that he would get allotted him tender in government offices in the name of Goodwill Chemical and Company, GTC and JMC Capital and India Company has not been controverted by the petitioner and the genuineness of such tender notice is under doubt. Moreover, counsel for the petitioner has also not controverted the fact of receiving the amount of Rs.15 lakhs for Gpay from the complainant. Documents have been brought on record to show payments of various amounts in favour of petitioner from November, 2023 to April 2024.

(7). Further the petitioner, despite service of the notice under section 35(3) of BNSS, he has not been coming forward to participate in inquiry/investigation and as such, it could not be said that custodial interrogation of the petitioner would not be required. Therefore, this Court is not inclined to grant the concession of anticipatory bail to the petitioner.

(8). Dismissed.

18.09.2024
V.Vishal

(Sandeep Moudgil)
Judge

- 1. Whether speaking/reasoned?
- 2. Whether reportable?

Yes/No
Yes/No