



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-64520-2024
DECIDED ON: 20.12.2024

ANIL KUMAR
.....PETITIONER

VERSUS

STATE OF HARYANA
.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Pragyat Bhardwaj, Advocate
for the petitioner.

SANDEEP MOUDGIL, J (ORAL)

1. Relief sought

The jurisdiction of this Court has been invoked under Section 482 BNSS, 2023 for grant of anticipatory bail to the petitioner in FIR No. 100 dated 12.06.2024, under Sections 406, 420, 506 and 120-B of the Indian Penal Code, registered at Police Station Panjokhra, District Ambala.

2. Prosecution story setup in the present case as per the version in the FIR as under:-

The copied article is as follows that an application number 1242-PW dated 29-03-2024 namely Sahil Rana son of Shri Sanjay Rana resident of H.No. 117, Sector-B, Phase-2, Defence Colony, Ambala Cantt, after Investigation, Office of Deputy Superintendent of Police, Ambala Cantt and Office of the Superintendent of Police, Ambala City, received at through Post at Police Station, which is as under: Sir, Superintendent of Police, Ambala. Subject: Regarding complaint against Manju Bala (Mob.

No. 9692110000) daughter of Shri Sugreev Lal resident of house no. 201, street no. 5, Khurana Marg. Ward No. 3, Subhash Nagar, Kaithal, Haryana and Anil Kumar son of Shri Phool Singh (Mob. No. 9467970000) resident of House No. 229A, Ward No. 10, Kurali, Naraingarh, Ambala, Haryana in colluding with each other to embezzle the money through fraud, conspiracy and forgery and threatening to kill me and my family if I ask to give my money back. Sir, it is a request that I am Sahil Rana, son of Shri Sanjay Rana, resident of house number 117, Sector B, Phase-2, Defense Colony, Ambala Cantonment and I request you that I am engaged in the business of buying and selling old cars. I am doing it under the name of S.R. Car Bazaar since 2016. A few years ago (Anil Kumar, son of Shri Phool Singh, resident of House No. 229A, Ward No. 10, Kurali, Naraingarh, Ambala, Haryana came to my office and said that he wanted to buy a car and I got him his favourite car, after which we both of them became friends and got to know each other well and one day Anil Kumar son of Shri Phool Singh used to come to my office often. He started telling me that there is a lot of money in the petrol pump business and along with buying and selling old cars, you should also buy a petrol pump and said that in SC Kota, a petrol pump is available for just Rs 25 lakh. Which you should buy which I believed his words and to buy a petrol pump, when asked to take forward the issue of buying a pump, he said that in my knowledge there is a woman whose name is Manju Bala, daughter of Sh. Sugreev Lal, who lives in Kaithal, Haryana, with whom I know well and who has a petrol pump. She wants to sell. That on 10.09.2022, Anil Kumar arranged a meeting with Manju Bala at my office S. R. Car Bazaar, Baldev Nagar, Ambala city. Manju Bala started telling me that I am in

dire need of money, that is why I am selling my petrol pump at such a cheap price i.e. Rs 25 lakh and said that this is a profitable deal for you, which I soon agreed to. I believed him and Anil Kumar told me that I should not let this deal go away from my hands and Anil Saini told me to give Rs 5 lakh as advance and the remaining amount pay in installments. When I told Anil Saini that I do not have money at this time, he on my request gave Rs. 5 lakh in cash to Manju Bala in my office S.R. Car Bazaar, Baldev Nagar, Ambala city. Anil Saini said to me that you are my good friend, can't I do even this much for you. In the month of October 2022, I returned the Rs. 5 lakh given to Anil Saini back. That after that, on 27.09.2022, I entered into an agreement with Manju Bala regarding the purchase of a petrol pump, in which as per the condition of purchasing the petrol pump, it was decided to pay the remaining amount through cheque, and on the same day, I made two cheques of which Cheque No. 000193 dated 17.10.2022 for Rs. 10,00,000/- and cheque No. 000218 dated 27.09.2022 for Rs. 8,00,000/- bank account number 59209068787778 HDFC Bank, Baldev Nagar, Ambala City and gave it to Manju Bala, which she deposited in her bank account and made the above mentioned amount. This is how Manju received the cheque amount. A total of Rs 23 lakh had gone with Manju Bala and the remaining Rs 2 lakh was to be paid at the time of renaming the petrol pump. That after a few months, when I met Anil Saini, he started saying that the deal you made with Manju Bala will not succeed because there are a total of five partners in that petrol pump in which lucky draw of the company was done. Manju Bala's name did not appear in that lucky draw and the company has cancelled her agreement, which cannot be transferred to your name now and you consider your deal as cancelled. When I

came to know about this, I was stunned and deeply shocked, then Anil Saini told me that there is no need to panic, I have another petrol pump near me. There is a deal of Rs. 23 lakhs given by you and I am ready to give the Rs. 23 lakh given by you and also said that I have made a deal to buy petrol pump with Ritu Garg, wife of late Sh. RK Garg, resident of village Bedo, Post Office Dadhu, Tehsil Nahan, District Sirmaur, It is from Himachal Pradesh which I have purchased. I will sell my petrol pump to you for Rs 1,60,00,000/- and will complete all the paper work and four walls of the petrol pump. You do not have to spend a single rupee on a complete petrol pump. On his words, being a good friend, I believed his words and on the occasion Anil Saini took Rs 5 lakh from me as advance. That keeping in mind the above things, an agreement was signed between Anil Saini and my father Sh. Sanjay Rana on 21.02.2023 keeping in mind the deal of petrol pump, which means a plot of 1200 square yards. with a population area, village Naseerpur, near Dayanand Public School, Ambala City, the deal for for a total of Rs. 60,00,000/- was done and at the behest of Anil Saini, Rs. 28 lakh in cash was paid. That after a few months, when I asked Anil Saini to make the LOI of the above mentioned petrol pump in my father's name, he started evasive and said, give me two months' time, I have attached your file, soon I will send the petrol pump. I will get the pump transferred to your father's name and in this way he spent a whole year in procrastination. When I personally investigated, I came to know that the above mentioned petrol pump had expired even before I could take it. Which cannot be in anyone's name. That when I asked Anil Saini for my money back, he started evasive and said that I will return your money soon. When I and my father went to his office

in Naraingarh to ask for money again, he started abusing us and said that if you come here again to ask for money, I will get you killed and he said that I am good acquaintance with the police, you can't harm me. So forget your money. That Anil Saini is a vicious person and there are many cases are already pending against him. That Anil Saini and Manju Bala, in collusion with me and in a well-planned conspiracy, have misappropriated a total of Rs 51,00,000 from me by committing fraud, forgery and swindling me with bad intentions. Therefore, I request you to take action against the above mentioned culprits by conspiring with me in a well thought out conspiracy and being malicious and committing fraud, forgery and fraud against me and taking away the total of Rs 51,00,000 amount embezzlement from me. Strictest legal action should be taken against them and justice should be provided to me the applicant and my life and property of my family should be protected and my money should be returned. It will be so kind of you.”

3. Contention

On behalf of the petitioner

Learned counsel for the petitioner contends that the dispute in question revolves around a contractual obligation and it is a case of civil nature but has given a colour of criminal liability by the complainant in order to fulfil his ulterior motive of extorting money from the petitioner. He further contends that he is neither a party nor a beneficiary of the first agreement dated 27.09.2022, entered into between the complainant and co-accused Manju Bala but still inspite of the said fact the petitioner has been arrayed as an accused in the instant FIR.

He further submits that the petitioner is ready and willing to join the investigation and cooperate with the investigating agency.

Notice of motion.

On behalf of the State

Mr. B.S. Virk, Sr. DAG, Haryana accepts notice on behalf of the respondent-State and opposes the grant of anticipatory bail to the petitioner on the ground that the petitioner along with co-accused Manju Bala had misappropriated and embezzled the complainant's money in lieu of selling out a petrol pump.

4. **Analysis**

Be that as it may, considering the fact that the dispute in question revolves around contractual obligation and is civil in nature but has given a colour of criminal liability and the fact that the petitioner was neither a party nor a beneficiary to the first agreement dated 27.09.2022, entered into between the complainant and co-accused Manju Bala added with the fact that the petitioner is ready and willing to join the investigation and cooperate with the investigating agency.

5. **Decision**

In the light of above, the petitioner is directed to be released on anticipatory bail subject to his joining investigation with the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to his satisfaction. The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS, which are reproduced below:-

‘When the High Court or the Court of Session makes a direction under sub-section (1), it may include such conditions in such

directions in the light of the facts of the particular case, as it may think fit, including-

- (i) a condition that the person shall make himself available for interrogation by a police officer as and when required;*
- (ii) a condition that the person shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer;*
- (iii) a condition that the person shall not leave India without the previous permission of the Court;*
- (iv) such other condition as may be imposed under sub-section (3) of section 480, as if the bail were granted under that section.'*

However, it is made clear that in case the petitioner does not comply with the aforesaid direction of joining the investigation within a period of one week, the order passed by this Court today shall automatically stands cancelled.

In the aforesaid terms, the present petition stands allowed.

(SANDEEP MOUDGIL)
JUDGE

20.12.2024

Poonam Negi

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>