



CRM-M-9107-2025

-1-

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

CRM-M-9107-2025

Decided on: 28.05.2025

Rajiv Kumar

..... Petitioner

Versus

State of Punjab

.....Respondent

CORAM: HON'BLE MR. JUSTICE RAJESH BHARDWAJ

Present: Mr. P.S. Ahluwalia, Advocate, for the petitioner.

Mr. Tarun Aggarwal, Addl. AG, Punjab.

Mr. Rahul Bhargava, Advocate, for the complainant.

Rajesh Bhardwaj, J.

1. Prayer in the present petition is for grant of anticipatory bail to the petitioner in a case FIR No.297 dated 24.11.2024, registered under Sections 406, 420 and 506 IPC, at Police Station City Kapurthala, District Kapurthala.

2. Succinctly facts of the case are that the FIR in the present case was registered on the statement of the complainant, namely, Deepak Kumar. It was alleged by the complainant that he is the proprietor of Anchal Trader firm and her wife Anu Aggarwal is also proprietor of M/s A.S. Enterprises. They both entered into a contract with Rajeev Kumar (petitioner) for supplying two baler machines of Chakoria company, who had agency of the said company. Price of one baler machine was Rs.1,50,00,000/- and hence, they got sanctioned loan from Banks and transferred about Rs.2,65,00,000/- in the account of Rajeev Kumar. Rajeev Kumar promised to supply two baler machines in three months. But despite lapse of seven months, he could not supply the baler machines as per the terms and conditions of the



contract. When Rajeev Kumar failed to supply the baler machines within the stipulated time, the complainant asked him to either supply the machines or return the amount, but Rajeev Kumar kept on putting off the same on one pretext or the other. However, when the complainant insisted for returning the amount, the petitioner-accused started threatening him by proclaiming that he has influence with high-ups and if he insisted for returning the amount, he would implicate the complainant in false cases. Having no other option, the complainant filed a complaint for taking legal action against accused Rajeev Kumar. On the registration of the FIR, the investigation commenced. Apprehending arrest, the petitioner approached the Court of learned Additional Sessions Judge, Kapurthala, for the grant of anticipatory bail. Learned Court after hearing both the sides, finding no merit in the petition filed by the petitioner, dismissed the same vide order dated 04.02.2025. Hence, aggrieved by the same, the petitioner is before this Court by way of filing the present petition.

3. At the time of preliminary hearing, learned counsel for the petitioner had vehemently argued that from the facts and circumstances of the case, it is apparent that the dispute is purely of civil nature and thus, no *prima facie* case as alleged is made out against the petitioner. However, he had submitted before this Court that the petitioner is ready to supply both the machines even as on today and if the matter is referred to the Mediation Centre, he is ready to settle the dispute with the complainant amicably.

Though learned counsel for the complainant had opposed the same on merits, however, he accepted the offer of mediation only qua one machine, which was ready for delivery as per the terms and conditions of



the contract.

On consensus arrived between both the parties, this Court referred the matter to the Mediation and Conciliation Centre of this Court by granting interim protection to the petitioner to the extent that no coercive action shall be taken against the petitioner.

However, despite various opportunities, mediation remained unsuccessful and thus, the case was taken up for hearing on merits.

4. Learned counsel for the petitioner has submitted that the petitioner entered into a contract with the complainant for supplying two baler machines. He submits that as per the contract, both the machines were to be supplied by September, 2024. The petitioner was to import these machines from Italy. He submits that out of two machines, one machine was ready with the petitioner in September, 2024 itself for supplying to the complainant, however, another machine was in transit and the complainant was to pay the balance amount regarding the same. He submits that the complainant was to make the balance payment as per the contract arrived, but he kept on lingering the matter for few days on the ground of shortage of funds. He submits that legal notices sent by the complainant's company and his wife's company, were duly replied by the petitioner. It is submitted that the complainant himself is responsible for violation of the contract, however, the petitioner was ready to supply the machines. He submits that thus, it is evident that the dispute is purely of civil nature, but the same has been given colour of criminal nature only in order to pressurize the petitioner to succumb to the clandestine design of the complainant.

5. Per contra, learned counsel for the complainant has vehemently



opposed the submissions made by counsel for the petitioner. He submits that admittedly there was a contract between the petitioner and the complainant. As per the agreement/contract arrived, two baler machines were to be supplied to the complainant within a period of three months. He submits that the machines as ordered were required during the season of paddy. Once the same has not been adhered to by the petitioner, the same is of no use for the complainant. He submits that the machine which was allegedly ready to be delivered, was never informed by the petitioner. He submits that the petitioner consciously entered into the contract with the complainant for supplying two baler machines for using in the season of paddy, but he having failed in supplying the same to the petitioner after having taken the majority of payment, has not only cheated the complainant, but on the request made by the complainant for return of the amount, he was threatened with dire consequences. He submits that a strong *prima facie* case is made out against the petitioner and thus, he does not deserve the concession of anticipatory bail.

6. Learned State counsel has also opposed the submissions made by counsel for the petitioner. He submits that the petitioner had taken amount from the complainant for supplying two baler machines, however, he failed to supply the same. He submits that however, thereafter, neither the machines were supplied to the complainant nor the amount was returned to him. He, thus, submits that a *prima facie* case has been made out against the petitioner for taking legal action against him.

7. The Court has heard learned counsel for the parties and perused the record with their able assistance. Admittedly, an agreement was arrived



between both the petitioner and the complainant for supplying two baler machines. Majority of the payment was made by the complainant after availing loan from the Bank.

The precise submission made by counsel for the petitioner at the time of preliminary hearing was to the effect that the case is of civil nature.

On the consensus of the parties, this Court referred the matter to the Mediation and Conciliation Centre of this Court. The complainant had specifically argued before this Court that he is ready for mediation only qua one machine and not for both. The Court was given the impression that for the second machine, payment made by the complainant would be returned. Thus, interim protection was granted to the petitioner only on this account of the specific offer given by the petitioner. However, despite various opportunities, the mediation remained unsuccessful.

8. After hearing, this Court found that the offer, which was given by the petitioner, at the time of granting interim protection was not adhered to and thus, the Court found that the petitioner was not sincere in giving the offer before this Court. The petitioner despite his offer having been given to the Court, has virtually refused to fulfill the same, which resulted in failure of mediation held. The cat is out of the bag that he was not true to his offer given and thus, a *prima facie* intention of cheating as alleged by the complainant, is made out.

9. For the consideration of anticipatory bail, the statutory parameters are given under Section 482 (1) & (2) of BNSS which reads as under:-



482“Direction for grant of bail to person apprehending arrest:

1. *When any person has reason to believe that he may be arrested on an accusation of having committed a non-bailable offence, he may apply to the High Court or the Court of Session for a direction under this section; and that Court may, if it thinks fit, direct that in the event of such arrest, he shall be released on bail.*
2. *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.”*

10. Hon'ble Supreme Court in **State represented by CBI Vs. Anil Sharma**, (1997) 7 SCC 187 has held as under:-

“6. We find force in the submission of the CBI that custodial interrogation is qualitatively more elicitation oriented than questioning a suspect who is well ensconced with a favorable order under [Section 438](#) if the code. In a case like this effective interrogation of suspected person is of tremendous advantage in disintering many useful informations and also materials which would have been concealed. Succession such interrogation would elude if the suspected person knows that he is well protected and insulated by a pre-arrest bail during the



time he interrogated. Very often interrogation in such a condition would reduce to a mere ritual. The argument that the custodial interrogation is fraught with the danger of the person being subjected to third degree methods need not be countenanced, for, such an argument can be advanced by all accused in all criminal cases. The court has to presume that responsible Police Officers would conduct themselves in task of disinterring offences would not conduct themselves as offenders.”

11. Hon’ble Apex Court in plethora of judicial precedents including **Gurbaksh Singh Sibbia Vs. State of Punjab**, AIR 1980 SC 1632, has time and again reiterated that while considering the anticipatory bail the Court is to take into consideration the factors like gravity of offence, chances of accused tampering with the evidence and probabilities of his fleeing from justice etc. The Court should be circumspect about the impact of its decision on the society as well. The anticipatory bail is an extraordinary discretion which should be exercised in the extraordinary circumstances.

12. Weighing the facts of the case on the anvil of the law settled, it is apparent that the complicity of the petitioner has been *prima facie* established. The investigation is at its threshold. Thus, granting anticipatory bail to the petitioner at this stage would scuttle the ongoing investigation.

13. In view of the facts and circumstances of the present case, this Court is of the opinion that the petitioner does not qualify for exercising the extraordinary power by this Court in his favour. Resultantly, the petition being devoid of any merit is hereby dismissed.



CRM-M-9107-2025

-8-

14. Nothing said herein shall be construed as an expression of opinion on the merits of the case.

28.05.2025
sharmila

(RAJESH BHARDWAJ)
JUDGE

Whether Speaking/Reasoned	:	Yes/No
Whether Reportable	:	Yes/No