

239-CRM-M-13318-2024

2025.PHHC.010727



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-13318-2024
Date of decision: 23.01.2025

Jarnail Singh

....Petitioner.

Versus

State of Haryana

....Respondent.

CORAM:- HON'BLE MR. JUSTICE SANJIV BERRY

Present:- Mr. R.S. Mamli, Advocate,
for the petitioner.

Mr. Vipul Sherwal, AAG, Haryana.

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SANJIV BERRY, J. (ORAL)

1. Custody certificate dated 21.01.2025 filed by learned State counsel is taken on record.

2. Instant petition has been filed under Section 439 of the Code of Criminal Procedure for grant of regular bail to the petitioner in case FIR (Annexure P-1). Details of the FIR are as under: -

FIR No.	Dated	Sections	Police Station
187	08.07.2021	406, 420 IPC (201 IPC added subsequently)	Chhapar, District Yamuna Nagar

3. It is, *inter alia*, contended by learned counsel for the petitioner that the petitioner, having no criminal antecedents, has been

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falsely implicated in this case by converting a civil dispute arising out of an agreement dated 03.10.2020 (Annexure P-2) by the officials of Haryana State Warehousing Corporation, (in short '*HSWC*'). He contends that the petitioner has not committed any breach of trust or misappropriation, as has been alleged, and in fact all the buildings and the entire property of the milling unit of the petitioner has already been taken in custody and possession by the *HSWC* officials. He contends that the petitioner is in custody since 24.11.2023 and is suffering from multiple diseases as per Annexure P-3. He contends that after completion of investigation, challan has already been presented in the Court and the material witnesses including the complainant have already been examined by the learned Trial Court, and the conclusion of trial in the present case will take sufficient long time. Hence, he prays for grant of bail to the petitioner.

4. On the other hand, learned State counsel, assisted by ASI Vinod Kumar, Investigating Officer of the case, has opposed the bail application by submitting that the petitioner has committed breach of trust and misappropriated the paddy allocated to him for shelling. It is argued that considering the gravity of allegations, the petitioner does not deserve concession of bail and prays for dismissal of the petition.

5. After considering the rival contentions and perusing the record, it is observed that the instant FIR was got registered by the

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District Manager, *HSWC*, on the allegation that their agency is making purchase of paddy, which is entrusted to rice millers for shelling, who are to deliver the Custom Made Rice (CMR) to the Food Corporation of India, as per the delivery schedule according to the agreement entered into between the miller and the Corporation. It is alleged that an agreement to this effect (Annexure P-2) dated 03.10.2020 was executed between the petitioner being the proprietor of M/s Agro Food Rice Mills for the crop season 2020-2021. As per the allegations in the FIR, the petitioner had committed breach of agreement rendering himself liable for the prosecution and the instant FIR was registered.

6. Subsequently, the petitioner was arrested in this case on 24.11.2023 and since then he is in custody. After completion of investigation, challan has already been presented in the Court. Admittedly, there has been an agreement dated 03.10.2020 (*supra*) executed between the petitioner and the complainant, wherein, learned counsel for the petitioner has referred to the *clause 12* whereby in case of failure, neglect to perform any part of the obligations under the agreement, it is agreed that it shall be lawful for the first party, i.e. *HSWC* to forfeit the security amount and get the work executed at miller's cost and risk and further any loss caused by such neglect on the part of the miller, shall be recovered through concerned District Collector under arrears of Land Revenue Act from the millers/second

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party/sureties concerned and that the factum of whether the petitioner has in any manner misappropriated the paddy or committed the breach or trust qua the aforesaid agreement is to be decided during the course of trial in the present case, triable by the Court of Magistrate. The petitioner is suffering from multiple diseases and is already in custody since 24.11.2023, further the material witnesses including the complainant has already been examined in the case by the learned Trial Court. The criminal liability, if any, of the petitioner can only be ascertained after the conclusion of trial which may take sufficient long time and in these circumstances, as observed, no purpose would be served in keeping the petitioner in custody any longer to face the incarceration till the conclusion of trial.

7. Accordingly, without commenting on the merits of the case, instant petition is allowed and the petitioner is ordered to be released on bail on his furnishing surety bonds/bail bonds to the satisfaction of Trial Court/Duty Magistrate.

8. The petitioner shall give the undertaking that he will not leave the country without prior permission of the Court; will regularly appear before the trial Court on each and every date; in case of some exigency, he will seek prior permission of the concerned Court qua his exemption to appear on the date fixed and he will not tamper with evidence of prosecution in any manner.

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9. However, anything observed hereinabove shall not be construed as an expression of opinion on merits of the case and is only meant for the purpose of decision of present petition.

10. Petition stands allowed.

23.01.2025
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(SANJIV BERRY)
JUDGE

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| i) | Whether speaking/reasoned? | Yes/No |
| ii) | Whether reportable? | Yes/No |