IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

104 **CRM-M-12787-2025**
DATE OF DECISION: 11.03.2025

LALIT AGGARWAL ...PETITIONER

Versus

STATE OF HARYANA ... RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Rakesh Nehra, Senior Advocate with
Mr. Sauhard Singh, Advocate
Mr. Saurav Bhatia, Advocate
Ms. Bindu Tanwar, Advocate
Mr. Vikalp Hooda, Advocate for the petitioner(s).

Mr. B.S.Virk, Sr. DAG, Haryana.

Mr. Anshuman Dalal, Advocate for the complainant.

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SANDEEP MOUDGIL, J (ORAL)

1. **Prayer**

This petition has been filed under Section 482 BNSS for grant of anticipatory bail in FIR No. 110 dated 18.07.2024 under Sections 379/420/467/468/471/506 of IPC registered at Police station Civil Lines, District Bhiwani, [Annexure P-1}.

2. Prosecution story, set up in the present case as per the version in the FIR reads as under :-

> ***'****Application for taking legal action against Lalit Aggarwal son of Paryag Das Aggarwal resident of House No. 100, Adarsh Nagar, Bhiwani Tehsil and District Bhiwani for committing theft of cheque no. 595076 of IDBI Bank and for putting fake signatures and committed fraud. Sir, The applicant submits as under; 1. That the applicant on dated 27.01.2021 had purchased a car no. UK07DW5367 against the loan sanctioned*

by ICICI Bank, Branch Bhiwani. As many as 80 installments of Rs. 46800/-were to be paid. 2. That on dated 29.03.2024, the applicant received a message that a cheque of Rs. 4,38,000/- has been presented in the account of the applicant. Then the applicant visited the bank and told them that neither he has issued any cheque to any person nor he has given cheque to anybody. The applicant also requested the bank officials to stop the payment of this cheque. The bank officials said that because the signatures were not matched, therefore the cheque has been bounced. When the bank officials checked the details, andfound that the cheque has been presented by Fate Auto Security Pvt. Limited. Upon coming to know, the applicant made contact with the above said company. The applicant came to know that this cheque has been given by Lalit Aggarwal in lieu of repair of car. 3. That on dated 27.09.2024, the applicant had entered into an agreement with regard to the above said car with the above said accused. The accused earlier had deposited an amount of Rs.9.90 Lakh in the account of applicant and the car was lying in the custody of accused. The accused had entered into an agreement to pay all the remaining amounts of installments. The registration of the car was to be transferred on the name of accused after the accused Lalit Aggarwal made all payments of car. 4. That the above said accused did not fulfilled the condition of the agreement and was failed to pay the installments of the above said car. When in this regard, applicant met with the accused in the month of March 2022, the accused said that he is unable to pay the installments and promised that he will deposit all the remaining installments, Accused said to give him a stamp paper of Rs. 10/- with the signature of applicant as he will be in need thereof. However, the applicant believed him and given him stamp paper of Rs. 10/- with his signatures. 5. That on dated 03.10.2023, the applicant received notice from the bank regarding non payment of installments. When the applicant met with the accused in this regard, the accused in a *threatening tone said that he will not pay the installments of this car and will not return the stamp paper and said that if you will file complaint before police, it will not be good for the applicant. 5. That in this regard, applicant filed complaint no. 293-5D dated 02.11.2023 in Police Station City Bhiwani. Then accused said that he will pay all installments till 31.03.2024. But the accused has not paid loan installments till today. 6. That the above said person is a hot tempered, greedy and fraudulent person and he dam care of law. The above said accused has purchased the car of applicant in a planned manner. But did not deposited the installments of car in the bank as per the conditions of the agreement. He has also committed fraud by getting duly signed stamp paper of Rs. 10/- from the applicant. Now the accused has stolen the cheque and put his fake signatures and given the cheque to the above said company. The applicant has never given any such cheque to any body and nor issued any such cheque. From the act and conduct of accused, it seems that he has stolen more cheques and documents and is misusing the same. It is requested that FIR be registered against the accused and strict legal action be taken. The stamp paper valued Rs. 10/-, cheques and other documents be recovered from the accused and be handed over to the applicant. I shall be thankful to you. dated 01.05.2024. Sd, Jitin Garg.'*

3. <u>Contentions</u>

<u>On behalf of the petitioner</u>

Learned Senior counsel for the petitioner has undertaken that the agreement dated 06.11.2024 which is produced before this Court by respondent-complainant is to be complied with at the behest of the petitioner by paying an amount of Rs. 9.50 lakhs to the complainant-Jitin Garg. He further submits that both the parties are ad idem that Rs. 4 lakhs will be paid within a period of 15 days from today and rest of the amount i.e. Rs. 5.50 lakhs will be paid within two months thereafter.

Learned counsel for the petitioner undertakes that the petitioner is ready and willing to join the investigation and cooperate with the investigating officer.

Notice of motion.

<u>On behalf of the State and counsel for the complainant</u>

Learned State Counsel appearing on advance notice on instructions submits that the parties have settled the matter and in view of undertaking given by learned Senior counsel for the petitioner have no objection if the petitioner is admitted anticipatory bail.

4. **<u>Analysis</u>**

After given a thoughtful consideration to the submissions as made, by the counsel for both the parties, this Court finds no reason to deny the petitioner the concession of anticipatory bail, wherein the petitioner has bona fide intentions and is willing to join the investigation and cooperate for furtherance of the same so that the final report can be submitted by the Investigating Agency within the stipulated time period.

5. **<u>Relief</u>**

Hence, in view of the admitted set of circumstances before this Court, the petitioner is hereby directed to be released on anticipatory bail subject to him joining investigation and reporting to the Investigating Officer concerned within a period of one week from today, on furnishing of personal/surety bonds to the satisfaction of Arresting/Investigating Officer. The petitioner shall also abide by the terms and conditions as envisaged under Section 482(2) of BNSS of 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 one week, the order passed by this Court today shall automatically stand cancelled.

The petition in the aforesaid terms stand allowed.

(SANDEEP MOUDGIL)
JUDGE

11.03.2025
anuradha

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