

**CRM-M-23288-2025 (O&M)****1****230****IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH****CRM-M-23288-2025 (O&M)****Date of Decision: 06.05.2025****SUSHIL SHARMA @ NEETU****...PETITIONER****Versus****STATE OF HARYANA****...RESPONDENT****CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR**

Present: Mr. Naveen Bawa, Advocate
for the petitioner.

Mr. Ramesh Kumar Ambavata, AAG Haryana.

*********Harpreet Singh Brar, J. (Oral)**

1. This is the first petition filed under Section 483 of Bhartiya Nagrik Suraksha Sanhita, 2023 for grant of regular bail to the petitioner in case bearing FIR No. 955 dated 16.10.2023 registered under Sections 406, 420 of Indian Penal Code at Police Station Samalkha, District Panipat.

2. The present FIR was registered on the statement of Sumit Rathi-complainant, who stated that he is permanent resident of Ward No. 17. Rajiv Colony, Samalkha, Tehsil Samalkha, District Panipat. His family is having total 4 Bigha land, in which they-two brothers have share and his family is doing the farming of mushroom. Later he got registered one firm in the name of Om Narayan Mushroom Farm and thereafter, he mortgaged his house and land in the year 2022 with Canara Bank, Sector-12 Panipat and constructed concrete rooms on his agriculture land. In order to get rid from the problem of high electricity bill, he decided to install the solar panel in his farm. One female employee called him from Best Haryana Energy Building No. 89 backside of Sector 4, near Washing Centre, Karnal, whose mobile no. was 7404460945 and introduced him with one Sushil Sharma (petitioner herein), who was the owner

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of the Best Haryana Solar Energy Company. After talking with the petitioner, the contract dated 21.01.2023 in the tune of Rs. 5960000/- was fixed for installation of the solar panel of Tata Company. Thereafter, petitioner and his wife received an amount of Rs. 10,000/- in cash for the finalization of complainant's order and thereafter, they received Rs. 200000/- from him on dated 06.02.2023 in order to start the work. Thereafter, they said that complainant's articles are ready and asked him to pay an amount of Rs. 500000/- for rack. Thereafter, they installed iron rack on complainant's site and started the work thereafter, they asked him that they will place the order for plates and for that they demanded an amount of Rs. 400000/- from him and the same was handed over in cash to the employee sent by the petitioner. After some days, they said that complainant's order of plates for 120 KW kit has been passed in Tata Company. If money would not be deposited, amount of Rs. 400000/- will be forfeited. Complainant paid the cheques. Thereafter, Sushil Sharma demanded another amount of Rs. 1000000/- in the company, and the petitioner after selling the jewellery of his wife and after borrowing some amount, paid the amount to the petitioner. Thereafter, petitioner asked the complainant to deposit whole payment, so that company may not forfeit his payment. Thereafter, the complainant took a loan of Rs. 5000000/- from Canara Bank, Sector 12, Panipat for installation of the solar and monthly installment of the same was fixed as Rs. 102500/-. Thereafter, he deposited the whole amount of the loan on 11.04.2023 through UTR No. CNRBR52023041153327362 Axis Bank having account no. 921020026706858 through UTIB0004382 IFSC. After depositing the whole amount, they gave him 10 days time and said that his work will be started. After passing the 10 days, again the accused-petitioner took some time for starting the work and on asking by complainant again and again, one agreement dated 22.05.2023 was given to

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him, in which, the timer period for completion of the work was till 18.06.2023, which had already expired and thereafter, he went to petitioner, who kept on making excuses. As such, both the husband and wife have committed fraud and on the basis of aforesaid allegations, FIR(supra) was registered.

3. Learned counsel for the petitioner *inter alia* contends that petitioner has been falsely implicated in the present case and dispute between the parties stems out of one agreement for installing the solar plant at the firm of the petitioner. At the most, the dispute between the parties is civil in nature. Further, perusal of FIR clearly indicates that merely on the breach of conditions of agreement, the present FIR has been registered and civil suit between the parties was instituted prior to registration of FIR(supra). The petitioner is behind the bars since 17.12.2024 and investigation of the case is complete and final report has been presented before the jurisdictional Court. Although the petitioner is involved in other cases, but he is on bail in those cases.

4. Learned State counsel produces the custody certificate of the petitioner, which is taken on record and *per contra*, opposes the prayer made by the petitioner on the ground that it is a case of breach of agreement. The intention of the petitioner to cheat from the very inception is duly established during the investigation. Moreover, the petitioner is also involved in 05 more cases. As such, he is not entitled to any relief by this Court. However, he could not controvert the fact that investigation of the case is complete and not even a single prosecution witness has been examined till date.

5. Having heard learned counsel for the parties and after perusing the record of the case, it transpires that the petitioner is behind the bars from the last 04 months and 17 days as on 05.05.2025 and out of 24 PWs, trial of the case is



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yet to commence as not even a single prosecution witness has been examined till date. Thus, conclusion of trial will take considerable long time.

6. A two Judge Bench of Hon'ble Supreme Court in '**Satender Kumar Antil v. CBI**' (2022) 10 SCC 51, with respect to prevailing conditions of undertrial prisoner in India has observed:

"6. Jails in India are flooded with undertrial prisoners. The statistics placed before us would indicate that more than 2/3rd of the inmates of the prisons constitute undertrial prisoners. Of this category of prisoners, majority may not even be required to be arrested despite registration of a cognizable offence, being charged with offences punishable for seven years or less. They are not only poor and illiterate but also would include women. Thus, there is a culture of offence being inherited by many of them. As observed by this Court, it certainly exhibits the mindset, a vestige of colonial India, on the part of the investigating agency, notwithstanding the fact arrest is a draconian measure resulting in curtailment of liberty, and thus to be used sparingly. In a democracy, there can never be an impression that it is a police State as both are conceptually opposite to each other."

7. In view of the ratio of law laid down by Hon'ble Supreme Court in **Prabhakar Tiwari Vs. State of UP and Anr.** 2020(1) RCR (Criminal) 831 and **Maulana Mohd. Amir Rashadi Vs. State of U.P. and Others** 2012(2) SCC 382, the involvement of accused in other criminal cases cannot be the sole ground to deny him the concession of bail.

8. Further the culpability, if any, would be determined at the time of trial and as such, no useful purpose will be served by further detention of the petitioner-accused.

9. In view the discussion above, the present petition is allowed. Accordingly, without commenting upon the merits of the case, the petitioner-Sushil Sharma @ Neetu is ordered to be released on regular bail during

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pendency of the trial, on furnishing bail bonds/surety bonds to the satisfaction of Illaqa Magistrate/Trial Court/Duty Magistrate.

10. Nothing observed hereinabove shall be construed to be expression of an opinion by this Court on merits of the case. The learned Court below is directed to proceed with the matter on its own merits, lest it may prejudice the trial.

(HARPREET SINGH BRAR)
JUDGE

06.05.2025

Ajay Goswami

Whether speaking/reasoned

Whether reportable

Yes/No

Yes/No