

IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH

203

2025:PHHC:153682



CRM-M-57628-2025 (O&M)  
Date of decision: 07.11.2025.

GAUTAM JINDAL

...Petitioner(s)

VERSUS

STATE OF HARYANA

...Respondent(s)

**CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ**

Present :- Mr. Zorawar Singh Chauhan, Advocate,  
for the petitioner.

Ms. Chhavi Sharma, AAG, Haryana.

Mr. Amit Gupta, Advocate,  
**(Through Video Conference)**  
for the complainant.

**VINOD S. BHARDWAJ, J. (Oral)**

The present third petition has been filed under Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023, for grant of regular bail to the petitioner in case bearing FIR No.144 dated 01.06.2023, under Section(s) 420, 120-B, 467, 468 and 471 of the Indian Penal Code, 1860, registered at Police Station Kosli, District Rewari, Haryana.

2 Succinctly, the facts of the present case are that the complainant in the FIR has alleged that the petitioner is known to the complainant from

the last few years and due to having good relations with the complainant the petitioner has allegedly lured the complainant on the pretext of doubling his money, the complainant allegedly paid Rs. 1,42,00,900/- to the petitioner. Thereafter, the petitioner did not return the money, even the cheques given by the petitioner were dishonoured. Subsequently, on the pretext of bringing money, the petitioner took away the car bearing No. HR-43C-2455 mark Breeza from the complainant, did not return it and rather sold it further to one co-accused. The complainant gave the list of persons from whom the money was collected by him in cash, which was allegedly further paid to the petitioner. With these allegations, the present FIR has been registered.

3            Learned counsel appearing for the petitioner contends that as per the allegations set out, it is alleged that the petitioner had collected money with the promise to return double the amount and that he had borrowed the car of the complainant make Breeza and mortgaged it to somebody else under forged signatures. He submits that the petitioner is in custody since 13.12.2023 and has undergone an actual custody of one year and four months in the present case. It is submitted that the petitioner had issued cheques to the complainant, however, the same were dishonoured thus resulting in institution of the complaint under Section 138 of the Negotiable Instruments Act, 1881. He makes a reference to the case bearing No.NI/107/2022 dated 31.08.2024 wherein the allegations are at variance and there is no allegation that the amount had been forwarded to the petitioner on the pretext of returning the same after doubling. The advance of the amount is stated to be out of friendship and good relations. He thus submits that the allegations levelled in the present FIR are unsubstantiated

and that even in the complaint filed under Section 138 of the Negotiable Instruments Act, 1881, later point in time, the allegation of any fraud have not been levelled. He contends that it is a magisterial trial and the case was fixed for recording evidence of the prosecution on 28.04.2025 and out of total 25 witnesses only 08 witnesses have been examined so far.

4           On the other hand, State counsel submits that the petitioner is involved in multiple other cases. She submits that the custody served in the present case is 01 year 04 months including 09 days calculated after deduction of the undertrial period served during conviction. She further submits that so far as the other criminal cases are concerned, the same pertain to Section 138 of the Negotiable Instruments Act, 1881 before the trial Court wherein the petitioner has already been granted the concession of bail in large number of cases while he is yet to furnish his bail bonds in other cases.

5           Counsel appearing for the complainant submits that the petitioner had cheated them of their hard earned money and that they had borrowed the same from their friends and relatives and that the several cheques issued by the petitioner towards discharge of his liability have been dishonoured, hence, they have been left with nothing more than creditors pursuing the petitioner for return of the money.

6           I have heard the learned counsel appearing for the respective parties and have gone through the documents appended along with the present petition.

7           It is noticed that there has been some discrepancy in the version that had been given by the complainant at the time of lodging of the present

FIR and as given by him at the time of filing of complaint under Section 138 of the Negotiable Instruments Act, 1881 coupled with the period of custody of 01 year and 04 months that has been undergone by the petitioner in the present case which is a magisterial trial and only 08 witnesses out of 25 witnesses cited by the prosecution having been examined so far, I deem it appropriate to allow the present petition. Accordingly, the present petition is allowed. The petitioner is ordered to be released on regular bail on his furnishing requisite bail bond/surety bond to the satisfaction of the Trial Court/Duty Magistrate, concerned.

8           It is made clear that the petitioner shall not extend any threat and shall not influence any prosecution witnesses in any manner directly or indirectly.

9           The observation made hereinabove shall not be construed as an expression on the merits of the case and the trial Court shall decide the case on the basis of available material.

November 07, 2025.  
raj arora

(VINOD S. BHARDWAJ)  
JUDGE

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