

**THE COURT OF SH.ARUN KUMAR AGGARWAL,
ADDITIONAL SESSIONS JUDGE, LUDHIANA
(UID NO.PB0196)**

**BAIL APPLICATION NO.104 OF 12.04.2018
CIS NO.BA-2808 OF 2018
CNR NO.PBLD01-007693-2018
DATE OF DECISION : 26.04.2018**

STATE

VERSUS

**VIVEK SIDHU SON OF RAJINDER SINGH SIDHU RESIDENT
OF HOUSE NO.15, PHASE-I, SARABHA NAGAR
EXTENSION, LUDHIANA.**

APPLICANT-ACCUSED

**FIR NO.57 DATED 07.04.2018
UNDER SECTION 406, 420, 120-B;
POLICE STATION SBS NAGAR, LUDHIANA**

BAIL APPLICATION UNDER SECTION 438 CR.P.C.

**PRESENT: SHRI DINESH KUMAR VERMA, ADDITIONAL
PUBLIC PROSECUTOR FOR THE STATE;
SHRI SURESH KUMAR ADVOCATE FOR
COMPLAINANT.
SH.C.S. CHANNA, ADVOCATE FOR APPLICANT-
ACCUSED;**

ORDER

The present application for grant of Anticipatory Bail under Section 438 of Code of Criminal Procedure, 1973 has been filed by applicant-accused Vivek Sidhu son of Rajinder Singh Sidhu in FIR No.57 dated 07.04.2018 under Section 406, 420, 120-B Indian penal Code, Police Station SBS Nagar, Ludhiana. As per the averments made, this is the first bail application.

2. Upon notice, learned Additional PP for the state put in appearance and contested the bail application. Record also produced.

Shri Suresh Kumar Advocate also put in appearance for the complainant and filed Power of attorney.

3. Briefly stated, the allegations against the applicant/accused are that an agreement dated 30.12.2005 was entered into between the complainant and the applicant/accused alongwith his brother Sandip Sidhu regarding Kothi no.67-C, B-28 having an area of 213 Square yards. The applicant/accused and his brother Sandip Sidhu received an amount of Rs.16,50,000/- from the complainant and thereafter requested the complainant that they are dealing in the pent shirt business and some raw material is lying in the premises and made a request for letting out the said premises on rent to applicant/accused and his brother Sandip Sidhu. The applicant and his brother also promised to pay rent. However in the month of March 2007 the Kothi was sold to some other person without the consent of the complainant. When the complainant moved an application against the accused, the accused requested that their business is not going on well and they will return the amount of Rs.16,50,000/- in installments. In this regard 30 cheques of different dates and drawn on different banks were issued by the accused, but the same were dishonoured. Thereafter the complainant put pressure upon the accused, but on 09.04.2009 the accused again borrowed an amount of Rs. 27 lacs from the complainant and thereby usurped the total amount of Rs. 43,50,000/- of the complainant. Whenever complainant proceeded for an action, the accused persons compromised the matter with the complainant. On the application filed by the complainant FIR was about to be registered and on this also applicant/accused and his brother entered into the compromise in the year 2014. Sandip Sidhu has issued five cheques for an amount of Rs. 40,000/- each and as such has returned the amount of Rs. Two lacs to the complainant. Further an amount of Rs.one lac vide 10 different cheques of Rs.10,000/- each has been returned by Sandip Sidhu. However the cheques issued by the applicant/accused were dishonoured and the

accused/applicant has usurped the huge amount of the complainant. On the application filed by the complainant enquiries were conducted and present FIR has been registered.

4. Learned counsel for the applicant/accused submitted that the matter in dispute is of civil nature. The alleged agreement has been scribed on the stamp paper of Rs.500/- only whereas it was required to be executed on stamp paper of Rs.2000/-. Till today no suit for specific performance on the basis of agreement has been filed. The entire story is concocted as alleged amount of Rs.16,50,000/- was already due from the applicant/accused and how the complainant advanced another amount of Rs.27 lacs. On the basis of dishonoured cheques complaint has already been filed. No offence is made out against the applicant/accused. The custodial interrogation of the applicant/accused is not required. Even otherwise the wife of the applicant/accused is pregnant and in case applicant/accused is put behind the bar, not only applicant shall suffer, but his wife shall also suffer.

5. On the other hand Learned Additional Public Prosecutor for the State assisted by Learned counsel for the complainant has submitted that the accused/applicant is clever person and after entering into agreement to sell with the complainant sold the property to some other person. Huge amount of Rs. 43,50,000/-has been grabbed by the applicant/accused. Complainant has been cheated intentionally and willfully. The accused is not entitled to the concession of anticipatory bail.

6. This Court has considered the submissions of both the parties. The allegations levelled by the complainant are very serious in nature. As alleged by the complainant, Huge amount of Rs.43,50,000/- has been grabbed by the applicant/accused. The complainant as such has alleged that the cheating has been done with the complainant in a well planned manner. In the considered opinion of this court the custodial interrogation of applicant/accused is essential. Keeping in

view the serious nature of the offences involved, this court does deem it fit case to grant the concession of anticipatory bail to the applicant/accused. So far as the submission made regarding the civil nature of the case are concerned, it is only the matter of evidence. No lenient view can be taken against the accused/applicant because of his wife being pregnant.

7. For the reasons recorded above the present bail application is hereby dismissed being devoid of any merit. Police record seen and returned. Present file is ordered to be consigned to the record room.

Pronounced in Open Court
Dated:26.04.2018

(Arun Kumar Aggarwal)
Additional Sessions Judge
Ludhiana.(UID No.PB0196)

Surjit Singh JW