Mithu Ram Vs. State of Punjab

Reg No. 1556/2021

CNR No.PBSG01005449/2021

Present: Shri Yogesh Gupta, Advocate, counsel for applicants/accused.
Shri R. S. Kauldhar, Additional Public Prosecutor for State assisted by Shri Gurtej Singh Grewal Advocate, counsel for complainant.

ORDER:

1. Arguments on regular bail application filed by applicant/accused Mithu Ram under Section 439 Cr.P.C, for releasing him on bail in this case bearing FIR No.97 dated 10.05.2021 under Sections 420,467,468,471,120-B IPC, Police Station Dirba, heard through video conference facility. Police record produced and perused.

2. Learned counsel for applicant/accused has argued that applicant/accused has been falsely implicated in this case by the complainant due to strained relations and in order to put pressure upon him so that the dispute of property may be settled between them. The signatures of complainant Megh Raj as Guarantor have not been forged by the applicant/accused at the time of getting loan from HDFC Bank, Chhoti Baradari, Patiala on 22.10.2014. Complainant Megh Raj himself stood as Guarantor at the time of getting the loan from the bank by applicant/accused and others by producing his photograph and original PAN Card before the bank official. It is further submitted by him that Megh Raj complainant used to append his signatures in different ways and as such, no reliance can be placed upon the report of FSL which has

opined that the signatures of Megh Raj did not tally with his alleged signatures as guarantor on the loan file whereby applicant/accused and others applied to HDFC Bank for getting loan. He has further submitted that the FIR No. 216 and FIR No.161 were got registered by complainant Megh Raj against applicant/accused Mithu Ram and others on false facts and the accused of said FIRs have already been released on anticipatory bail by the Court of learned Additional Sessions Judge, Sangrur. Complainant being an influential person is habitual of getting registered false cases against applicant/accused and his family members. It is further argued by him that no wrongful loss has been caused to the complainant as the name of the complainant as guarantor has already been deleted by the bank on 09.10.2018 and no property of the complainant has been pledged with the bank by the applicant/accused at the time of getting the loan from the bank. He has also argued that the alleged occurrence took place in the jurisdiction of Patiala as the loan was obtained from HDFC Bank Chhoti Baradar, Patiala and as such, the FIR registered at Police Station Dirba District Sangrur is beyond the scope of jurisdiction. All the original documents have already been taken into custody by the investigating officer and nothing is required to be recovered from the possession of applicant/accused as the entire case is based on documentary evidence. Applicant/accused was arrested on 10.05.2021 and he has been in judicial custody since 13.05.2021. The presentation and disposal of challan will take time. Therefore, he may kindly be released on bail.

3. On the other hand learned Additional Public Prosecutor assisted by counsel for the complainant has vehemently argued that applicant/accused is not entitled to get the concession of bail as he alongwith his co-accused Nishant Garg and others obtained loan of ₹60,00,000/- from HDFC Bank Chhoti Baradari, Patiala by forging signatures of complainant Megh Raj as guarantor for the repayment of the said loan alongwith interest in connivance with bank official Jatinder Singh, Relationship Manager in order to cause wrongful loss to the complainant. Complainant never stood as guarantor for the repayment of the said loan obtained by applicant/accused and others from the bank by appending his signatures as guarantor on the application form moved by applicant/accused for getting loan and the alleged signatures of complainant Megh Raj on the application form dated 22.10.2014 as guarantor were found forged as per report of Forensic Science Laboratory, SAS Nagar Mohali dated 19.03.2021. It is further contended by him that applicant/accused and his co-accused committed an economic offence by forging the signatures of guarantor complainant Megh Raj at the time of getting huge amount of loan from the bank and in this way he has not only cheated the bank but the complainant also as the liability of guarantor to repay the loan amount alongwith interest is joint and several

with the principal borrower who has obtained the loan and in case the principal borrower fails to return the loan amount alongwith interest, it is the guarantor who will be liable to return the said loan amount alongwith interest. He has further argued that the releasing of accused of FIR No. 216 of 27.06.2020 and FIR No. 161 of 13.08.2020 got registered by the complainant on anticipatory bail is no ground to grant the bail to the applicant/accused of this case as the facts of that cases are different than that of the facts of the present case. It is further submitted by him that applicant/accused and his co-accused did not repay the entire loan amount alongwith interest and a sum of ₹71,21,053/- is still outstanding against them which itself shows their dishonest intention. He has also argued that the police station Dirba has the jurisdiction to deal with the present case as the lease deed whereby the joint land which also includes the land of the complainant was pledged by the applicant/accused and others with the bank to the extent of their share to get the said loan, was executed at Dirba and the land is also situated in the area of village Ghorenab and Rogala, Sub Tehsil Dirba. Therefore, it is prayed that bail application moved by applicant/accused may kindly be dismissed.

4. As per allegations of the prosecution, applicant/accused alongwith his co-accused Nishant Garg, Prince Garg, Veena Rani and Shakuntla Devi obtained CC limit to the tune of ₹40,00,000/- and term loan to the tune of ₹20,00,000/- total loan of ₹60,00,000/- from HDFC

Bank, Chhoti Baradari, Patiala Branch on 22.10.2014 by forging the signatures of complainant Megh Raj as guarantor and when the complainant came to know about the said fact in 2018, he approached the bank by moving number of applications in this regard, on which the bank deleted the guarantee of the complainant against the said loan. Complainant moved application against the applicant/accused and others including the bank officials to SSP, Sangrur when no action was taken by the bank officials against the applicant/accused and others who had taken the loan from the bank by forging the signatures of guarantor and after getting the matter inquired through Superintendent of Police (Investigation), Sangrur, instant case was registered against applicant/accused and others under Sections 420,467,468,471,120-B IPC as when the alleged signatures of guarantor complainant Megh Raj on the loan file of HDFC Bank whereby the loan of ₹60,00,000/- was sanctioned in favour of applicant/accused and others were got compared with his specimen signatures as well as admitted signatures on specimen signature card and account opening form of complainant in Punjab & Sind Bank from Forensic Science Laboratory, Punjab, Phase IV, SAS Nagar, Mohali, the signatures of guarantor Megh Raj on loan file of HDFC Bank were found false. The contention of the learned counsel for applicant/accused that complainant Megh Raj used to append his signatures in different ways itself is no ground to presume that the signatures of complainant on loan file as guarantor have not been forged by applicant/accused and his co-accused as it is applicant/accused and his co-accused who are beneficiaries of the said loan. Furthermore, if the signatures of complainant Megh Raj as guarantor on the loan file of applicant/accused and others had not been forged then the bank should have not deleted the guarantee of complainant Megh Raj against the said loan on 09.10.2018. The loan obtained by applicant/accused and his co-accused have not been repaid till date and according to the FIR itself, a sum of ₹71,21,053/- was still outstanding against them on 31.03.2021. No doubt, no property of guarantor complainant Megh Raj was pledged with the bank by the applicant/accused and others at the time of getting loan on 22.10.2014, but since the guarantor is jointly and severally liable alongwith the principal borrower for repayment of the loan amount alongwith interest, therefore, guarantor cannot escape his liability by alleging that his property has not been pledged with the bank in case the principal borrower fails to repay the loan amount. Thus, complainant Megh Raj whose signatures were allegedly forged by applicant/accused and others at the time of getting aforesaid huge amount of loan from the bank should have suffered wrongful loss in case applicant/accused and others did not repay the loan amount obtained by them from the bank. Hence at this stage, it cannot be said that applicant/accused has been falsely implicated in this case, rather he alongwith his co-accused Nishant

Garg, Prince Garg, Veena Rani and Shakuntla Devi not only cheated the bank but the complainant also by forging his signatures as guarantor to get the loan from the bank in connivance with the bank officials as Jatinder Singh, the then Relationship Manager of the HDFC, Bank himself did not personally verify the record as well as the signatures of guarantor Megh Raj as per the terms and conditions of the bank for advancing loan. The granting of loan by the bank without verifying the guarantor as well as documents submitted by the borrowers is a serious economic offence and the accused of such type of offences should be dealt with stern hands.

5. Therefore, keeping in view the above said facts and circumstances of the case as well as gravity of the offence, I do not find any justification to grant the concession of bail to applicant/accused at this stage though he has been in judicial custody since 13.05.2021. As such, bail application moved by applicant/accused is dismissed. Police record be returned. File of this bail application be consigned to record room.

Announced
Dated:-21.05.2021.

(Sham Lal),
Additional Sessions Judge,
Sangrur.
UID Number : PB0123

shama stenographer I