IN THE COURT OF RAVI INDER SINGH, PCS,
ADDITIONAL CHIEF JUDICIAL MAGISTRATE, RUPNAGAR.

CIS No.CHI/127/2018
CNR No.PBRO03-001168-2018
Date of Decision: 25.8.2022

STATE

Vs.

Mohan Singh Rawat son of Gyan Singh Rawat, resident of Village Kharauli, District Pauri Garhwal, Uttarakhand, presently residing at Village Ramgarh Daon near Water Tank, Police Station Balongi, District Mohali.

---Accused

FIR No.04 Dated 07.01.2017
U/s: 420, 406 IPC
Police Station: Morinda

Present: Dr. Amarjit Kaur, Ld. APP for the State.
Accused on bail with counsel Sh. R.S Dhiman.

JUDGMENT

The present case emanates from application dated 23.07.2016, moved by the complainant Parlok son of Mahima Singh, before the police to the effect that he was resident of Village Boor Majra. On 08.02.2016, one Mohan Singh Rawat came to his house and asked to issue new insurance policy in place of old Aviva Insurance policy No.1418646, which was in loss. The said Mohan Singh assured to make up the deficit of the old policy. Thereafter, the complainant got new insurance police No.10273767 and paid the first installment of the policy. Mohan Singh also issued one insurance policy no.10282924 to his son Gurjit Singh. They received the documents pertaining the said policies and

Mohan Singh also supplied his official visiting card and his residential address due to that reason, they believed the accused. Thereafter, said Mohan Singh started visiting his house after every 2-3 days and pressurized to get more insurance policies. He informed about 12 installments of one insurance policy and said that he would pay commission for every installment. Mohan Singh received two installments of the insurance policy of Gurjeet Singh and told that he would get refunded the fee of his daughter who was doing a course at Fortis Hospital, Mohali. Mohan Singh also lured the complainant for providing free foreign trip. Mohan Singh got amount of 36 installments of insurance policy no.10273767 and 3 installments of insurance policy No.10282927. Mohan Singh also used to accompany them at the time of getting loan from different banks. Mohan Singh used to take the installment in cash outside the bank. He used to receive policy installment in cash from the home of the complainant. Mohan Singh had assured them that he had deposited all the installments in the police No.10273767. When Mohan Singh was asked as to how he deposited all the installments in one policy, he answered that the company could cancel or renew the policy at the same time and in this way, the expenses of documentation could be saved. The complainant stated that Mohan Singh received amount of 36 installments (Rs.99,999/- each) of his insurance policy and three installments (Rs.1,55,9,99/- each) of the insurance policy of his son Gurjit Singh by telling lie and handed over the forged receipts. The complainant stated that they had handed over the above-said installments by getting loan from the bank as well as loan from the individual. The complainant visited the office concerned and came to know that no installment of insurance polices was got deposited by said Mohan Singh in the company office. Mohan Singh misappropriate the money of the complainant and cheated with the complainant. Further, complainant stated that name of Neeraj Rawat was mentioned in the insurance documents and Mohan Singh cheated the complainant in connivance with said Neeraj Rawat. Mohan Singh was also pressurized the complainant to obtain one more police of Rs.5 lacs. Mohan Singh had also obtained fee receipts of his granddaughter and cancelled cheque along with authority letter, but they did not receive any fee refund of his granddaughter nor he received any cheque from the insurance company. Mohan Singh used to put the matter on one pretext or the other in the name of process. The complainant requested to take legal action against Mohan Singh.

2. The application was marked to Dy. SP (I) for conducting inquiry, who after inquiry submitted his inquiry report before the SSP, Rupnagar. During inquiry, the complainant got recorded his statement. Relevant documents were obtained and the facts as mentioned in the application of the complainant, were found correct. During the inquiry, it was found that Mohan Singh met the complainant as agent of the company and cheated him and his son Gurjit Singh. In the inquiry, the Inquiry Officer recommended to lodge the FIR under Section 406 and 420 IPC against Mohan Singh Rawat. It was also recommended that if during the investigation, anything comes out against Neeraj Rawat regarding the

cheating, then appropriate action be taken against him. The inquiry report was sent to DA (Legal) for opinion who in his report recommended to lodge the FIR under Sections 406 and 420 IPC against Mohan Singh Rawat. Accordingly, the FIR was registered against Mohan Singh Rawat. Investigation was carried out. On 02.02.2018, accused Mohan Singh Rawat was arrested and relevant memos were prepared. Statements of witnesses under Section 161 Cr.P.C were recorded. After completion of due investigation and other necessary formalities, report under Section 173 Cr.P.C was prepared by the SHO concerned and presented before the Court.

<u>COMPLIANCE UNDER SECTION 207 CR.P.C AND CHARGE.</u>

3. On presentation of challan, the copies of documents, as relied upon by the prosecution were supplied to the accused free of costs as required under Section 207 Cr.P.C. Finding a *prima facie* case charge under Sections 406 and 420 IPC was framed against the accused vide order dated 27.04.2018, to which he pleaded not guilty and claimed trial.

<u>PROSECUTION EVIDENCE</u>

<u>Oral Evidence</u>

PW1	ASI Tarlochan Singh No.134/R
PW2	Parlok Singh (complainant)
PW3	Gurjeet Singh son of Parlok Singh
PW4	ASI Harmesh Kumar No.201/R
PW5	HC Avtar Singh No.818/R
PW6	Pawan Kumar, Branch Manager, Aviva Life Insurance Co.

PW7	ASI Narinder Singh No.597/R
PW8	ASI Sohan Singh No.540/R
PW9	Satbir Singh, Daftri, Punjab and Sind Bank.
PW10	ASI (retired) Gurdial Singh NO.59/R.

Documentary Evidence

Ex.PW1/A	Recovery memo of documents.
Ex.PW2/A	Complaint moved by complainant Parlok Singh to SSP.
Ex.PW2/B	Complaint moved to Managing Director, Aviva Insurance Company, Chandigarh by Parlok Singh.
Ex.PW2/C	Recovery memo of certified copies of insurance policies no.10273767 and 10282924.
Ex.PW2/D	Statement of Parlok Singh got recorded during inquiry.
Ex.PW2/E	Application moved to SSP, Rupnagar
Ex.PW2/1-7	Certified copy of bank accounts of Parok Singh
Ex.PW2/8	Notary attested copy of withdrawal statement of Gurjeet Singh.
Ex.PA1-36	Notary attested copies of receipts.
Ex.PA37	Notary attested copy of insurance policy No.10282924
Ex.PA38	Notary attested copy of policy schedule
Ex.PA40	Notary attested copy of calculation of premium.
Ex.PW3/A	Notary attested copy of cover page of insurance policy no.10282924.
Ex.PW3/B	Statement of Gurjeet Singh recorded during inquiry.
Ex.PW3/C	Notary attested copy of premium payment certificate of Gurjeet Singh.
Ex.PW3/D	Notary attested copy of premium payment certificate of Gurjeet Singh.

Ex.PW3/E	Notary attested copy of first premium receipt of Gurjeet Singh
Ex.PW3/1	Notary attested copy of bank account statement of Gurjeet Singh.
Ex.PW3/2	Notary attested copy of withdrawal statement of of Mohinder Singh.
Ex.PW4/A	FIR
Ex.PW4/B	Endorsement regarding FIR
Ex.PW5/A	Personal search memo of accused Mohan Singh Rawat.
Ex.PW5/B	Arrest memo of accused.
Ex.PW6/A	Authority letter in favour of Branch Manager Pawan Kumar.
Ex.PW6/B	Appointment letter as Sales Manager of accused Mohan Singh Rawat.
Ex.PW6/C	Copy of insurance policy no.10282924 in the name of Amandeep Kaur.
Ex.PW6/D	Covering letter of the said insurance policy.
Ex.PW6/E	Certified copy of joining kit KYC of accused Mohan Singh.
Ex.PW10/A	Enquiry report conducted by DSP (Invest.), Rupnagar.

STATEMENTS OF ACCUSED UNDER SECTION 313 CR.P.C

4. After closure of prosecution evidence, the statement of accused under Section 313 Cr.P.C was recorded, in which, all the incriminating evidence appearing against him on the judicial file was put to him, but he has denied all the allegations against him and has pleaded his innocence and false implication. Further, accused stated that he has not committed any fraud with the complainant Parlok Singh and his son Gurjeet Singh. The accused had opted to lead defence evidence, however,

he has not led any evidence and closed the same vide separate statement.

<u>POINTS FOR DETERMINATION</u>

5. "*Whether after 08.02.2016, in the area of Rupnagar, accused Mohan Singh Rawat being agent/employee of M/s Aviva Insurance Company, sold insurance policy bearing No.10273767 to the complainant Parlok Singh and accused was entrusted with 36 installments @ Rs.99,999/- each for the said policy by the complainant Parlok Singh, for depositing the same in the said policy as it was represented by the accused that early payment of these installments are required under different schemes providing benefits to the policy holder, but accused dishonestly misappropriated 35 installments out of the total 36 installments and thus accused has committed offence punishable under Section 406 IPC?*

Whether on the same date and place, accused Mohan Singh Rawat sold the insurance policy bearing No.10282924 to Gurjeet Singh son of the complainant Parlok Singh and the accused was entrusted three installments @ Rs.1,55,999/- each for the said policy for depositing under the policy as was represented by the accused that early payment of these installments are required under the scheme that the course fees of daughter of Gurjeet Singh at Fortis Hospital will be refunded by M/s Aviva Insurance Company, but the accused dishonestly misappropriated two installments out of the said *total three installments and thus he has committed offence punishable under Section 406 IPC"*

Whether during the above-said time and place, accused Mohan Singh Rawat dishonestly induced complainant Parlok Singh to deliver 36 installments @ Rs.99,999/- each in the policy no.10273767 on the pretext that as per the scheme of company, commission will be paid to the complainant and free foreign tour will be offered to him and the company will pay three cheques of Rs.12 lacs each to the complainant, if early payments of installments is made by him and similarly, accused induced Gurjeet Singh son of the complainant to deliver the three installments as mentioned above on the pretext that company will refund the course fee of the daughter of Gurjeet Singh, but neither commission was given to the complainant nor the fee of the daughter of Gurjeet Singh had been refunded and thus nor the accused returned the above-said amount to the complainant or his son Gurjeet Singh and thus the accused committed an offence punishable under Section 420 IPC?"

ARGUMENTS

6. Ld. APP has submitted that in view of the evidence led by the prosecution in the shape of testimonies of PW1 to PW10 which are duly supported by the documentary evidence in the shape of Ex.PW1/A to Ex.PW10/A, Ex.PA1 to Ex.PA40, proved on record, the prosecution has

been able to prove its case against the accused beyond reasonable doubt and he be convicted accordingly.

7. Contested these submissions, the learned defence counsel has pointed out the following lacunae in the case of the prosecution:

i) Insurance policy in favour of the complainant Parlok Singh has been duly proved on record as Ex.PW6/F which shows that the complainant was having a valid insurance policy in his favour;

ii) The application Ex.PW2/B has been written by the complainant in English which shows that he is an educated person and therefore, it is not believable that he will handover such a large amount in cash to the accused when the complainant already was well conversant with the procedure for making such payment on account of having taken earlier policies;

iii) There is no evidence on record to show the alleged payment by the complainant and his son to the accused in cash. The entries in the bank statement are mere entries of withdrawal and there is no entry qua deposit of any such amount in any account of the accused.

iv) The alleged receipts of the payment Ex.P1 to Ex.P36 are mere photocopies and the complainant while appearing as PW2 and Branch Manager concerned while appearing as PW6 has clearly admitted in their cross-examination that they cannot tell as to whether these receipts are original or not;

v) It is improbable that the complainant would make payment of such large amount within short span of few days;

vi) The complainant has stated in his cross-examination that he does not remember the exact date and time when he had given amount to the accused;

vii) The complainant has further admitted that he has not verified from Aviva Company whether it is possible to deposit more than 12 installments in the same policy;

viii) Further relying upon the cross-examination of witnesses of the prosecution, the learned counsel has prayed for acquitting the accused.

8. On these grounds, the learned counsel has prayed for acquitting the accused.

FINDINGS

9. Heard. Case file perused. ASI Tarlochan Singh while appearing as PW1 has deposed regarding the factum of investigation conducted by him in the present case. He has proved the recovery memo Ex.PW1/A vide which he has taken into police possession the documents detailed therein. He carried out investigation in this case till 29.07.2017.

10. The complainant Parlok Singh while appearing as PW2 has deposed on the lines of his initial application Ex.PW2/A moved before SSP, Rupnagar. He has also deposed regarding the complaint given by him against the present accused to M/s Aviva Company, Chandigarh. He has identifies his signatures over recovery memo Ex.PW2/C and has produced

the receipts relied upon by him. He has identified his signatures over his statement given during inquiry and produced the original insurance policies and deposed regarding the following documents:

Ex.PW2/A	Complaint moved by complainant Parlok Singh to SSP.
Ex.PW2/B	Complaint moved to Managing Director, Aviva Insurance Company, Chandigarh by Parlok Singh.
Ex.PW2/C	Recovery memo of certified copies of insurance policies no.10273767 and 10282924.
Ex.PW2/D	Statement got recorded during inquiry.
Ex.PW2/E	Application moved to SSP, Rupnagar
Ex.PW2/1-7	Certified copy of bank accounts of Parok Singh
Ex.PW2/8	Notary attested copy of withdrawal statement of Gurjeet Singh.
Ex.PA1-36	Notary attested copies of receipts.
Ex.PA37	Notary attested copy of insurance policy No.10282924
Ex.PA38	Notary attested copy of policy schedule
Ex.PA40	Notary attested copy of calculation of premium.

The complainant Parlok Singh has identified the accused Mohan Singh Rawat present in the Court.

11. Gurjeet Singh son of the complainant while appearing as PW3 has also deposed on the lines of case of the prosecution. He has produced the original record of his insurance policy and proved on record the following documents:

Ex.PA37	Record pertaining to insurance policy of Gurjeet Singh.
Ex.PA38	Insurance policy schedule.

Ex.PW2/A	Application moved before SSP, Rupnagar
Ex.PW2/B	Application moved to M/s Aviva Insurance Company
Ex.PW3/A	Notary attested copy of cover page of insurance policy no.10282924.
Ex.PW3/B	Statement of Gurjeet Singh recorded during inquiry.
Ex.PW3/C	Notary attested copy of premium payment certificate of Gurjeet Singh.
Ex.PW3/D	Notary attested copy of premium payment certificate of Gurjeet Singh.
Ex.PW3/E	Notary attested copy of first premium receipt of Gurjeet Singh
Ex.PW3/1	Notary attested copy of bank account statement of Gurjeet Singh.
Ex.PW3/2	Notary attested copy of withdrawal statement of of Mohinder Singh.

Gurjeet Singh has identified the accused Mohan Singh Rawat present in the Court.

GIST OF PROSECUTION EVIDENCE

12. ASI Harmesh Kumar while appearing as PW4 has proved on record copy of FIR Ex.PW4/A, endorsement on FIR as Ex.PW4/B and regarding enquiry report marked to him. He has partly investigated the matter.

13. HC Avtar Singh while appearing as PW5 has deposed regarding personal search memo Ex.PW5/A, arrest memo Ex.PW5/B and he has identified his signatures over both these documents. He has further deposed regarding the document Ex.PW2/C vide which police has taken into possession the documents detailed therein.

14. Pawan Kumar, Branch Manager, M/s Aviva Life Insurance Company, while appearing as PW6 has deposed on behalf of Aviva Life Insurance Company in view of the authority letter Ex.PW6/A. He has produced the original record pertaining to appointment and leaving from the company of accused Mohan Singh Rawat. He has deposed that Mohan Singh Rawat had joined the company on 13.09.2015 and left the company on 21.07.2016. The said document has been proved as Ex.PW6/B and he has identified the signatures of Mohan Singh Rawat on point-A to point-H. He has further brought the computerized record of policy no.10273767 in the name of Parlok Singh and policy No.10282924 in the name of Gurjeet Singh as Ex.PW6/C and Ex.PW6/D respectively and exhibited the certified copies of the same as Ex.PW6/D and Ex.PA37. He has further proved on record the following documents:

Ex.PW6/E	Certified copy of joining kit KYC of accused Mohan Singh.
Ex.PA1	Premium receipt dated 02.03.2016 of policy no.10273767.
Ex.PA2-P36	Premium receipts

15. ASI Narinder Singh while appearing as PW7 has deposed regarding the partial investigation conducted by him. He has proved on record personal search memo Ex.PW5/A, arrest memo Ex.PW5/B of the accused Mohan Singh Rawat and recording of statement of witnesses under Section 161 Cr.P.C and taking into possession the certified copy of insurance policies and copies of forged receipts vide recovery memo Ex.PW2/C.

16. ASI Sohan Singh while appearing as PW8 has deposed regarding the factum of he being a witness of recovery memo Ex.PW1/A

17. Satbir Singh, Daftri, Punjab and Sind Bank, while appearing as PW9 has brought the account statement of Parlok Singh and Surinder Kaur of account No.02181000006211 for a period w.e.f 21.01.2016 to 04.06.2016. he has further deposed regarding the factum of withdrawal of total amount of Rs.9,92,344/- on different dates. He has proved on record account statement Ex.PW2/1 and Ex.PW2/2. He has also produced the record of account no.02181000006170 in the name of Gujreet Singh for the period of 18.12.2014 to 30.05.2016.

18. ASI (retired) Gurdial Singh while appearing as PW10 has identified his signatures of DSP Tejinder Singh on the inquiry report as Ex.PW10/A.

FINDINGS

19. Heard. Case file perused. Before venturing into appreciation of the evidence on record, it is pertinent to note that the charges against the present accused have been framed for committing offences punishable under Sections 406 IPC and 420 IPC. It is worth considering that a person cannot be charged with the offence of criminal breach of trust and offence of cheating simultaneously for the same transaction. Hence, in spirit the charge under Section 420 IPC is to be treated as charge in the alternative. Accordingly, while appreciating the evidence on record, it has to be considered as to whether the ingredients of which of the offences, if proved, are satisfied.

20. Section 406 IPC deals with punishment for criminal breach of trust. The said offence has been defined under Section 405 IPC. Broadly, there are two requirements for proving this offence i) entrustment with any property or with any dominion of property and ii) dishonest misappropriation of conversion to own use of that property.

21. Section 420 IPC deals with punishment for cheating and dishonestly inducing to deliver of property. The said offence has been defined under Section 415 IPC. Broadly, it is required to be proved that the accused was having dishonest intention right from very beginning.

22. Now, appreciating the evidence on record on such touchstone and in the light of lacunae as pointed out by the defence, an overall appreciation of the evidence brings out following relevant facts:

i) The factum of present accused Mohan Singh Rawat having worked as an agent of M/s Aviva Life Insurance Company for the period 13.09.2015 till 21.07.2016 stands duly proved from the evidence of PW6 i.e. the Branch Manager concerned who has produced all the original record to this effect in the Court. The defence has not led any evidence to show that such record is either incorrect or is a forged one;

ii) The factum of the complainant Parlok Singh having obtained insurance policy no.10273767 (Ex.PW6/C) and his son Gurjeet Singh having obtained insurance policy no.10282924 (Ex.PW6/D) from Aviva Life Insurance Company also stand duly proved from the evidence of the same witness.

23. Now, it is the case of the prosecution that the present accused further obtained an amount towards the 36 installments (Rs.99,999/- each) from the complainant on the pretext of depositing the same against the installment of insurance policy and an amount qua three installments (Rs.1,55,999/-) towards the insurance of his son Gurjeet Singh against receipts which were later on found to be forged. So, precisely the first ingredient of offence under Section 406 IPC i.e. entrustment hinges upon the proof of this relevant fact as to whether the accused has received such amount and issued receipts Ex.PA1 toEx.PA36.

24. The prosecution version in this regard is supported by the testimonies of the complainant Parlok Singh himself, his son Gurjeet Singh, the inquiry report Ex.PW10/A duly proved by PW10 and further from the statement of PW9 Satbir Singh (regarding withdrawal of total amount of Rs.9,92,344/- on different dates between the period 21.01.2016 to 04.06.2016 from the account of Parlok Singh and Surinder Kaur.

25. Here, it is appropriate to advert to the argument of the defence on this point. It is argued by the defence that merely on account of such withdrawal entries, the entrustment of the amount to the accused is not proved. It is to be considered that the prosecution is not merely relying upon the entries of such withdrawal from the bank account but has further releid upon the receipts Ex.PA1 to Ex.PA36 alleged to have been issued by the accused to the complainant. In this regard, the main argument of the defence is that the witnesses of the prosecution have stated in their cross-examination that they are not sure whether such receipts are original or

not. In fact, a careful perusal of the cross-examination of the complainant shows that while producing the receipts Ex.PA1 to Ex.PA36 on 16.12.2019, he has simply stated that he cannot say whether the same are original or not. At the same time, he has further clarified that the same were handed over to him by the accused as original. So, such statement of the complainant has only one interpretation that he believed such receipts to be original on the assurance of the accused and he is not in a position to comment whether the same are in fact, original or not. This fact can only be deposed by the witness from the concerned Insurance Company. In the present case, Pawan Kumar, Branch Manager of Aviva Life Insurance Company while appearing as PW6 has clearly deposed to the effect that whereas premium receipts Ex.A1 is the original one on which he identifies original stamp of the Insurance Company whereas premium receipts Ex.PA2 to Ex.PA36 were never issued by their company to the then agent and accused Mohan Singh Rawat nor issued to the policy holder. The accused has taken simple plea of false implication in his statement under Section 313 Cr.P.C. It is not the plea of the defence that receipts Ex.PA2 to Ex.PA36 were forged by the complainant nor any evidence to that effect has been led. Once, such receipts come from the custody of the complainant and bank record clearly shows the entries of withdrawal of the amount, there is clear inference that such withdrawal has been for the purpose of making payment to the accused as contended by the complainant.

26. Now, coming to another argument of the defence that the

complainant being educated person was well conversant with the procedure for making such payments. It is the precise case of the prosecution that on the allurement provided by the accused, the complainant paid such amount in cash to the accused in order to save some commission amount. The accused cannot escape liability by shifting the onus on the complainant of choosing improper procedure. Hence, the argument of the defence in this regard is misconceived.

27. The next argument of the defence is that the complainant does not remember the exact date of such payment is to be appreciated in the light of the fact that receipts Ex.PA2 to Ex.PA36 bear the date of printout at the footnote. Moreover, the complainant has duly proved the exact dates of withdrawal of such amount. Hence, this argument of the defence is not tenable.

28. It is also to be taken into consideration and the accused has not attributed even a single reason as to why the complainant would implicate him into a false case. No previous enmity between the parties has been shown. Hence, this Court has no credible reason to disbelieve the evidence of the complainant and his son, particularly with regard to the entrustment of the amount in question to the accused.

29. Therefore, on the basis of evidence on record, the factum of entrustment of such amount by the complainant to the accused is duly proved. Since, the accused has not taken any plea that due to any compelling reason, he could not deposit such amount to the Insurance Company and rather the accused has totally denied having received such

amount, the element of dishonest misappropriation on the part of the accused also clearly stands established. Hence, the ingredients of offence under Section 405 IPC punishable under Section 406 IPC are duly proved.

30. Coming to the charge under Section 420 IPC as in the alternative, it was incumbent upon the prosecution to prove the basic fact that the accused possesses dishonest intention from the very beginning. It has come on record that some of the installments were initially deposited with the Company. Hence, such dishonest intention from the very beginning cannot be presumed. Therefore, charge under Section 420 IPC is not made out.

31. Accordingly, holding that the prosecution has been able to prove charge under Section 406 IPC against the present accused beyond reasonable doubt, accused Mohan Singh Rawat stands convicted thereunder. Let the accused be taken into custody and heard on the point of question of sentence.

Pronounced in open Court.
Dated:25.08.2022

(Ravi Inder Singh)
Addl. Chief Judicial Magistrate,
Rupnagar/UID No.PB0237

QUESTION OF SENTENCE:-

Present: Dr. Amarjit Kaur, Ld. APP for the State.
Convict Mohan Singh Rawat in custody represented by counsel Sh. R.S Dhiman.

32. The convict Mohan Singh Rawat has taken following plea:

'I am 34 years old. I am married having one son. My father has died and my mother is totally dependent upon me. I am the only bread winner of my family. Lenient view may kindly

be taken'.

33. Taking into consideration the nature and gravity of the offence, the convict, in the considered view of this Court, this is not a fit case to grant benefit of probation to the accused Mohan Singh Rawat and he is ordered to be sentenced in the following terms:

Accused	**Section**	**Punishment**
Mohan Singh Rawat	406 IPC	To undergo Rigorous Imprisonment for a period of three (3) years & to pay fine of Rs.10,000/- and in default of payment of fine, further simple imprisonment for six (6) months.

34. The period already undergone by the convict during trial be set off against the substantive sentence of imprisonment. Fine paid. Receipt issued. Custody warrants be issued.

35. Case property, if any, be disposed of as per rules subject to the result of appeal or revision, as the case may be. File be consigned to the record room, after due compliance.

Pronounced in open Court.
Dated: 25.08.2022

(Ravi Inder Singh)
Addl. Chief Judicial Magistrate,
Rupnagar/UID No.PB0237

Anis Ahmed
Stenographer Gr.-II

I attest to the accuracy and authenticity of this document
Digitally signed by Anis Ahmed
Date: 2022.08.25 16:39:18 +0530

State Vs. Mohan Singh Rawat

Present: Dr. Amarjit Kaur, Ld. APP for the State.
Accused on bail with counsel Sh. R.S Dhiman.

Vide separate detailed judgment of this Court of even date, accused Mohan Singh Rawat has been convicted as detailed therein. Conviction warrants be issued. The bail/surety bonds furnished earlier at the time of trial, stand discharged. Copy of judgment be provided to the convict free of costs. Case property, if any, be disposed of as per rules subject to the result of appeal or revision, as the case may be. File be consigned to the record room, after due compliance.

Pronounced in open Court.
Dated:25.08.2022

(Ravi Inder Singh)
Addl. Chief Judicial Magistrate,
Rupnagar/UID No.PB0237

Anis Ahmed
Stenographer Gr.-II

I attest to the accuracy and authenticity of this document
Digitally signed by Anis Ahmed
Date: 2022.08.25 16:39:12 +0530

Present: Dr. Amarjit Kaur, Ld. APP for State
Convict Mohan Singh Rawat in custody represented by Sh. R.S Dhiman, Advocate

The applicant/convict Mohan Singh Rawat moved separate application seeking suspension of sentence through his counsel. The report of reader perused. Fine has been deposited by the convict. Since the convict intends to prefer an appeal against the judgment, thus the sentence of the convict is suspended upto 24.09.2022, subject to furnishing bail bond in the sum of Rs.50,000/- with one surety in the like amount.

Requisite bonds furnished on behalf of accused Mohan Singh Rawat, which are accepted and attested. The convict be released.

In case the convict fails to produce bail order of the learned Appellate Court during the period of suspension of sentence, then Ahlmad is directed to put up papers on 24.09.2022, so that the convict may be sent to jail to serve the sentence imposed upon the convict.

Pronounced in open Court.
Dated: 25.08.2022

(Ravi Inder Singh)
Addl. Chief Judicial Magistrate,
Rupnagar/UID No.PB0237

Anis Ahmed
Stenographer Gr.-II

I attest to the accuracy and authenticity of this document
Digitally signed by Anis Ahmed
Date: 2022.08.25 16:39:07 +0530