

2025:PHHC:055684



**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

326

CRM-M-25368-2024

DATE OF DECISION: 24.04.2025

TALWINDER SINGH

...PETITIONER

VERSUS

STATE OF HARYANA

.. RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL.

Present: Mr. Pankaj Garg, Advocate
for the petitioner.

Mr. Surender Singh Pannu, Addl. AG, Haryana.

Ms. Bhavi Kapur, Advocate
for the complainant.

SANDEEP MOUDGIL, J

1. Prayer:-

This petition has been filed under Section 438 of Cr.P.C. for grant of anticipatory bail in FIR No. 116 dated 08.05.2024 under Sections 342, 406, 420 and 506 IPC read with Section 34 of the IPC registered at P.S. Sadar Rattia, District Fatehabad.

2. Facts:

The criminal law was set into motion after a complaint submitted by one Jitender Kumar, Manager at Shalimar Hatchery Limited, Tohana Branch, alleging that Talwinder Singh, who entered into an agreement with the company on 17.05.2023, sold chickens without authorization. The company provides chicks, feed, and

medicines to farmers, and retains ownership of the chickens. Since the agreement, Talwinder Singh had sold multiple lots and transferred the proceeds to his bank account. On 12.03.2024, the company returned chickens to Talwinder Singh as per their contract. On 12.04.2024, a power failure caused the death of 392 hens on his farm. The company sent Mr. W.S. Nagu to manage the farm. On 21.04.2024, Talwinder Singh delayed a scheduled chicken sale, and later that night, locked Mr. Nagu in a room, took his phone, and switched off the CCTV cameras. The next morning, when the company checked, Talwinder Singh had sold all but 1,000 chickens, valued at Rs. 32,50,000/-. On 22.04.2024, Talwinder Singh returned to the farm, took Mr. Nagu and Dinesh Kumar hostage, and sold the remaining chickens, worth Rs. 2,50,000/-, bringing the total loss to Rs. 35,00,000/-. Talwinder Singh also took the company's records. The complainant alleges Talwinder Singh was accompanied by 3-4 armed individuals who threatened the staff. On 24.04.2024, Talwinder Singh admitted to his actions and promised to return the Rs. 35,00,000/-. A Panchayat meeting on 25.04.2024 confirmed his promise to repay the amount within 3-4 days. However, he has since misled the complainant, prompting a request for legal action and recovery of the amount.

3. **Contentions:-**

On behalf of petitioner:-

It has been contended by learned counsel for the petitioner that the alleged incident took place on 21.04.2024 whereas, the complainant has filed the complaint on 08.05.2024, thus, there is an unexplained delay of 17 days in lodging the present FIR. It is further

contended that the allegation against the petitioner with regard to selling of chickens is false, as entire lot of chickens had died due to non-working of fans, Acs and the company officials themselves had buried/thrown away the entire lot of chickens in the two pits right adjacent to the poultry farm of the petitioner. Moreover, the company officials, namely W.S. Nagu and Dinesh Kumar can be seen along-with two other officials namely Sonu and Satish in the CCTV footage of 23.04.2024, which is in the possession of the present petitioner. The only reason for the false implication in the present case is that the petitioner had refused to sign on the daily register maintained for the livestock after the death of the chickens, as the petitioner has asked the company officials to mention about the loss of chickens but they kept on making certain excuses.

On behalf of respondent-State as well as counsel for the complainant.

Learned State counsel assisted by learned counsel for the complainant have prayed for dismissal of the present petition stating that specific allegations have been made against the petitioner and investigation is still pending. Moreover, custodial interrogation of the petitioner is required to recover the usurped amount of Rs.35,00,000/-. The petitioner is also involved in one another case under IPC, meaning thereby, he is habitual offender and such person does not deserve the concession of anticipatory bail.

4. Analysis:-

The petitioner undertook to pay a total sum of Rs. 22.5 lakhs to the complainant in two instalments, Rs. 10 lakhs by

28.12.2024 and the remaining Rs. 12.5 lakhs by 12.02.2025. On the basis of this undertaking, the Court was pleased to grant interim anticipatory bail vide order dated 22.05.2024, with a clear stipulation that failure to make timely payment would result in cancellation of the bail and initiation of contempt proceedings.

Despite repeated opportunities and directions issued by this Hon'ble Court, including orders dated 22.05.2024, 28.11.2024, 07.01.2025, and 23.01.2025, the petitioner failed to comply with his own undertakings. On 14.02.2025, a Demand Draft of Rs. 6 lakhs was handed over by the petitioner's counsel; however, it was made in the name of an incorrect company. The petitioner further made unfulfilled promises to pay the remaining amount in April and May 2025.

The matter was referred to mediation on the petitioner's request, yet he continued to evade compliance under various pretexts. The petitioner's conduct amounts to wilful disobedience of court directions and abuse of the judicial process.

5. Conclusion

In light of the petitioner's repeated non-compliance and defiance of court orders, and given the monetary nature of the dispute, the Court has found no merit in the prayer for anticipatory bail. Accordingly, the petition stands dismissed

**(SANDEEP MOUDGIL)
JUDGE**

24.04.2025

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