

CRM-M-44278-2024

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CRM-M-44278-2024  
Reserved on: 04.03.2025  
Pronounced on: 26.03.2025

Kavita Chourasia

...Petitioner

Versus

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Ms. Gaganpreet Kaur, Advocate for  
Mr. Nitish, Advocate  
for the petitioner.

Mr. Aashish Bishnoi, DAG, Haryana.

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ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
1633	10.10.2022	Shivaji Nagar, Dhanbad, District Gurugram	420, 467, 468, 471, 120-B IPC

1. The petitioner apprehending arrest in the FIR captioned above has come up before this Court under Section 438 CrPC, seeking anticipatory bail.
2. In paragraph 7 of the bail petition, the accused declares that she has no criminal antecedents.
3. The facts and allegations are being taken from the reply filed by the State, which reads as follows:

*“That in compliance with the directions issued by the Court of Sh. Phalit Sharma, Learned MACT, Gurugram vide order dated 02.10.2022, Arun Kumar, Branch Manager, Authorized Person Shri Ram General Insurance Co. Ltd submitted his complaint dated 10.10.2022 mentioning therein that a claim petition bearing No. 18/2018 titled Smt. Shyama and Others Vs. Umed Singh & Ors. for claiming compensation on account of death of Sh. Rakesh Kumar in a motor vehicle accident which allegedly took place on 05.10.2016 at about 9.45 p.m. within the jurisdiction of PS Sector 17/18 Gurugram. Regarding the said accident an FIR No. 312 dated. 06.10.2016 was registered with PS Sector 17/18 Gurugram. In the claim petition, the accident was claimed to have been caused by driver Umed Singh s/o Sh.*

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*Raghubir Singh resident of Vill. Khoh, Gurgaon, by driving Truck No. HR:55N:0775 and Manoj Kumar son of Sh. Sube Singh resident of Village Sehrawan, Tehsil Manesar, Gurgaon, was claimed to be its owner. The applicant Shri Ram General Insurance Co. Ltd., was arrayed as a party to the claim petition alleging that the Truck No. HR55N:0775 was insured with the Co. for the period from 02.10.2016 to 01.10.2017. However on checking the Co.'s record, it was found that Truck No, HR55N:0775 was insured with the Co. under insurance policy bearing No. 326023/31/17/1408 for the period from 18.10.2016 to 17.10.2017 which was issued from Dhanbad on 18.10.2016 and attached a copy of correct Insurance Policy with the complaint. It is further submitted this policy was having a special Bar Code and can be digitally verified through any scanner. Copy of compliance of Section 64-B of Insurance Act regarding payment of premium Receipt of Rs. 48,068/-paid by way of cheque No. 005747 dated 18.10.2016 (realized on 26.10.2016) was also attached. Complainant further stated that Truck No. HR:55N:0775 was not insured on 05.10.2016, but, just to shift the possible liability arising from the alleged accident, fraudulently and illegally forged and fabricated the insurance policy bearing No. 326023/31/17/001408 with respect to its "Period of Insurance "column (which was actually for the period from 18.10.2016 to 17.10.2017) by fraudulently changing its period of insurance by cutting and pasting on computer system in the column of " Period of Insurance " just in order to make it to show that it was for the period from 02.10.2016 to 01.10.2017, instead of, its correct original period of insurance i.e. from 18.10. 2016 to 17.10.2017. This fact is proved from the very fact that on 02.10.2016, being Sunday, and the National Holiday, the office of the Co. was closed and no such insurance policy was issued. It is also pertinent to note that on the false and fabricated insurance policy for the period from 02.10.2016 to 01.10.2017, the Column of "Cvr. Note No. "(i.e. cover note no.) and " Issue Date" are blank. Furthermore, this forgery is very much clear from the fact that for the purpose of issuance of the correct insurance policy, i.e. for the period from 18.10.2016 to 17.10.2017, the vehicle in question was got inspected from the Pre-inspection Team only on 17.10.2016, and, thereafter, on the acceptance of the said report, the insurance policy was issued on 18.10.2016 for the period from 18.10.2016 to 17.10.2017. The fact that the Pre Inspection of the said Vehicle was done only on 17.10.2016, is very much mentioned at the bottom of the forged and fabricated insurance policy itself, a copy of which has been placed on the Court File by the respondent No. 1 & 2 themselves. The said words containing the date of*

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*pre inspection i.e. "17/10/2016" and its findings are being re-produced here for ready reference. POLICY IS SUBJECT TO EXCLUSION OF DAMAGES NOTED DOWN BY OUR AUTHORISED REPRESENTATIVE DURING THEIR INSPECTION. Pre-inspection Report: SCRATCHED BODY PARTS: AS PER PI REPORT & PHOTOGRAPHS DONE DATED 17/10/2016 DENTED BODY PARTS: AS PER PI REPORT & PHOTOGRAPHS DONE DATED 17.10.2016. BROKEN BODY PARTS: AS PER PI REPORT & PHOTOGRAPHS DONE DATD 17/10/2016. After hearing the matter in detail, the Ld. Court of Sh. Phalit Sharma, Ld. MACT, Gurugram, vide Order dated 16.04.2022, was pleased to hold that the subject insurance policy is forged one in Para No. 4 & 5, which reads as under: 4. Thus, policy relied by respondents No.1 and 2 prima facie is result of fraud and this fact further gets strength from contents of this policy wherein the date of its issuance is mentioned as 18.10.2016 issued from Dhanbad. It is not possible that a policy issued on dated 18.10.2016 that too after mandatory pre-inspection report received, could be effective retrospectively with effect from 02.10.2016. Rather, this act of giving the insurance policy a date of its effectiveness just prior to the date of accident i.e. 05.10.2016, is indicative of the fact that the policy cover placed on record by the petitioners as well as respondents No.1 and 2, has been forged and fabricated to show it effective from the date which includes the date of accident, just to mislead the Tribunal so that the liability of the insurance company could fraudulently be got fastened to pay compensation, if the petitioners are finally held entitled for compensation. 5. With above observations, this Tribunal concludes that the insurance policy showing its effectiveness w.e.f. 02.10.2016, is prima facie a forged document got prepared or prepared oneself by the respondents No.1 and 2, may be in connivance with the petitioners, with an aim to play fraud upon the judicial system so that the Tribunal holding the offending vehicle as insured on the date of alleged accident, fastens the liability of the insurance company to pay the compensation, which otherwise it was not liable to do, if original insurance policy was placed on record." Thus, the false and fabricated insurance policy claiming to be for the period 02.10.2016 to 01.10.2017 has been declared to be "forged" by the Ld. Court of Sh. Phalit Sharma, Ld. MACT, Gurugram, vide Order dated 16.04.2022. Vide Para No. 6 of the Order dated 16.04.2022 the Hon'ble Court showing concern over fraudulent practices being adopted by the petitioners for creating false jurisdiction at Gurugram and on false plantation of vehicles in connivance of the driver/owner and concerned investigating officer, refer the matter "to inquire into and investigate as to*

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*how the policy relied by respondents No. 1 and 2 has been fabricated, who all have connived get it made to play fraud upon the Tribunal etc. " Copies of fabricated insurance policy allegedly for the period from 02.10.2016 to 01.10.2017 and correct insurance policy for the period from 18.10.2016 to 17.10.2017 and a copy of Order dated 16.04.2022 have already been sent to your good self for necessary " inquiry and investigation " by the Hon'ble Court. And, after inquiry, the fabrication and fraud has been found proved by you vide your detail report, which you have already submitted in the said Court. Now, in view of the Order dated 05.09.2022 passed by the Hon'ble Court, I am filing the present application cum complaint for taking action against the culprits."*

4. Petitioner seeks bail on parity with Rupesh Kumar Chaurasia (husband of present petitioner) who has been granted bail by this Court vide order dated 30.07.2024 passed in CRM-M-15036-2024. The petitioner's counsel prays for bail by imposing any stringent conditions and contends that further pre-trial incarceration would cause an irreversible injustice to the petitioner and their family.

5. The State's counsel opposes bail and refers to the reply.

6. It would be appropriate to refer to the following portions of the reply, which read as follows:

*"That there are specific allegations against the petitioner which are serious in nature. The investigation of the case is going on and the petitioner is not co-operating with the investigating agency. The petitioner is Agent of Shri Ram Insurance Company. As per the documents Proposal Form No. 668845 dated 17.10.2016 the Cover Note of the vehicle was issued and further policy No. 326023/31/17/001408 dated 18.10.2016 to 17.10.2017 was issued and this policy is registered in the agent code No. is BA0000001852 of Smt. Kavita Chaurasia i.e. present petitioner. In the original cover note, the date is mentioned as 02.10.2016, however, the same was altered as 17.10.2016 and used in the MACP case No. 18/2018 captioned as 'Smt. Shyama and others Vs. Umed Singh and other in case FIR No. 312 dated 06.10.2016 registered at PS Sector 18 Gurugram. As such custodial interrogation of the petitioner is required in the present case for just and fair investigation."*

REASONING:

7. Petitioner's husband has been granted regular bail by this Court on the same set of allegations, but case of the petitioner is not on parity as co-accused was granted regular bail and petitioner is seeking anticipatory bail. However, FIR was registered in the year

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2022 and petitioner is a woman, pre-trial incarceration should not be a replica of post-conviction sentencing. The evidence might be prima facie sufficient to launch prosecution or to frame charges, but this Court is not considering the evidence at that stage but is analyzing it for the stage of anticipatory bail. An analysis of the above does not justify custodial interrogation or pre-trial incarceration.

8. Given the above, the penal provisions invoked coupled with the prima facie analysis of the nature of allegations and the other factors peculiar to this case, there would be no justifiability for custodial interrogation or the pre-trial incarceration at this stage. Without commenting on the case's merits, in the facts and circumstances peculiar to this case, and for the reasons mentioned above, the petitioner makes a case for bail.

9. Given above, provided the petitioner is not required in any other case, the petitioner shall be released on anticipatory bail in the FIR captioned above subject to furnishing bonds to the satisfaction of the Arresting Officer, and if the matter is before a Court, then the concerned Court and due to unavailability before any nearest Ilaqa Magistrate/duty Magistrate. Before accepting the surety, the concerned Officer/Court must be satisfied that if the accused fails to appear, such surety can produce the accused.

10. While furnishing a personal bond, the petitioner shall mention the following personal identification details:

1.	AADHAR number	
2.	Passport number (If available) and when the attesting officer/court considers it appropriate or considers the accused a flight risk.	
3.	Mobile number (If available)	
4.	E-Mail id (If available)	

11. This order is subject to the petitioner's complying with the following terms.

12. The petitioner is directed to join the investigation within seven days of uploading this order on the official webpage of the High Court of Punjab and Haryana and as and when called by the Investigator. The petitioner shall be in deemed custody for Section 27 of the Indian Evidence Act, 1872/ Section 23 of BSA, 2023. The petitioner shall join the investigation as and when called by the Investigating Officer or any Superior Officer and shall cooperate with the investigation at all further stages as required. In the event of failure to do so, the prosecution will be open to seeking cancellation of the bail. During the investigation, the petitioner shall not be subjected to third-degree, indecent language, inhuman treatment, etc.

13. The petitioner shall abide by all statutory bond conditions and appear before the concerned Court(s) on all dates. The petitioner shall not tamper with the evidence, influence, browbeat, pressurize, induce, threaten, or promise, directly or indirectly, any witnesses, Police officials, or any other person acquainted with the facts and

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circumstances of the case or dissuade them from disclosing such facts to the Police or the Court.

14. In case the Investigator/Officer-In-Charge of the concerned Police Station arraigns another section of any penal offense in this FIR, and if the new section prescribes a maximum sentence that is not greater than the sections mentioned above, then this bail order shall be deemed to have also been passed for the newly added section(s). However, suppose the newly inserted sections prescribe a sentence exceeding the maximum sentence prescribed in the sections mentioned above; then, in that case, the Investigator/Officer-In-Charge shall give the petitioner notice of a minimum of seven days, providing an opportunity to avail the remedies available in law.

15. This bail is conditional, and the foundational condition is that if the petitioner indulges in any non-bailable offense, the State may file an application for cancellation of this bail before the Sessions Court, which shall be at liberty to cancel this bail.

16. Any observation made hereinabove is neither an expression of opinion on the case's merits nor shall the trial Court advert to these comments.

17. A certified copy of this order would not be needed for furnishing bonds, and any Advocate for the Petitioner can download this order along with case status from the official web page of this Court and attest it to be a true copy. If the attesting officer wants to verify its authenticity, such an officer can also verify its authenticity and may download and use the downloaded copy for attesting bonds.

18. Petition allowed in terms mentioned above. All pending applications, if any, stand disposed of.

(ANOOP CHITKARA)  
JUDGE

26.03.2025

anju rani

Whether speaking/reasoned: Yes

Whether reportable: No.