

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

CRM-M-No. 20718 of 2015

Date of decision: September 30, 2015

Rahul Kumar

----Petitioner(s)

V/s

State of Haryana and another

-----Respondent(s)

CORAM:- HON'BLE MR. JUSTICE HARI PAL VERMA

1. Whether reporters of local newspapers may be allowed to see judgment?
2. To be referred to reporters or not?
3. Whether the judgment should be reported in the Digest?

Present:- Mr. Vivekanand Mishra, Advocate for the petitioner.

Mr. Kapil Aggarwal, Addl. Advocate General, Haryana.

Mr. Sushil Jain, Advocate for respondent
No.2/complainant.

HARI PAL VERMA, J. (Oral)

Prayer made in the present petition filed under Section 438 Cr.P.C. is for grant of anticipatory bail to the petitioner in complaint No.1969-PI dated 14.05.2015 made by petitioner's wife before the Mahila Thana, Kathmandi, Sonipat.

Vide order dated 30.06.2015, this Court in order to explore the possibility of settlement, as an interim measure, has directed that the petitioner shall be admitted to interim bail on his furnishing personal and surety bonds to the satisfaction of the Arresting/Investigating Officer. The petitioner was further directed to join investigation as and

when called for and to abide by the conditions, as specified under Section 438 (2) Cr.P.C.

Since the present one is a matrimonial dispute, this Court vide order dated 03.08.2015, referred the matter to the Mediation & Conciliation Centre of this Court to explore the possibility of an amicable settlement and the parties were directed to appear before Mediation & Conciliation Centre of this Court on 18.08.2015.

Accordingly, the parties appeared before Mediation & Conciliation Centre of this Court, but unfortunately the matter could not be settled there and the case was returned back to this Court.

In view of the aforesaid circumstances, this Court is seized of the matter.

On 19.09.2015, learned counsel for the parties after having instructions of their respective clients have shown their eagerness to compromise the matter. Accordingly, the case was adjourned for 24.09.2015 and, thereafter, the case was again adjourned for today i.e. 30.09.2015.

Today, learned counsel for the parties have placed on record a compromise/settlement deed dated 24.09.2015, attested by notary on 30.09.2015. The said compromise/settlement deed dated 24.09.2015, is taken on record.

The relevant condition Nos. 5 and 7 of the said compromise /settlement deed dated 24.09.2015 reads as under:-

XXXX	XXXX	XXX	XXX
XXXX	XXXX	XXX	XXX

5. That the Third Party shall also pay an amount of Rs.8,00,000(Eigh Lakhs only) to the First Party towards full and final settlement of all claims of the First Party including permanent alimony, maintenance (past, present and future). It is further agreed that since the Third Party is facing financial hardship, the Third Party shall pay an amount of Rs.3,00,000/-(Three Lakhs only) to the First Party at the time of First Motion of mutual consent divorce proceedings and an amount of Rs.2,00,000(Two Lakhs only) shall be paid by the Third Party to the First Party on after three months of the first motion and amount of Rs.3,00,000/- (Three lakhs only) shall be paid by the Third Party at the time of Second Motion.

XXXX	XXXX	XXX	XXX
XXXX	XXXX	XXX	XXX

7. That the Third Party shall also pay an amount of Rs.5,00,000/-(Five Lakhs) to the Second Party towards full and final settlement of the Complaint Case No.1465/2015 u/s 138 of NI Act, 1881 against the Third Party pending before Sh.Chander Mohan MM(NI-Act)-2 Court No.609, South East District, Saket Court New Delhi. It is further agreed that since the Third Party is facing financial hardship, the Third Party shall pay an amount of Rs.250000(Two Lakhs Fifty thousand only) to the Second Party on it's next date of hearing i.e.05.11.2015 and an amount of Rs.250000 (Two Lakhs Fifty thousand only) shall be paid by the Third Party to the second party in the first week of January, 2016. When this amount of Rs.5,00,000/-(Five Lakhs only) is full paid to the second party by the first party; the second party shall withdraw the above mentioned complaint case against the third party. After that the Second Party shall not have any claim whatsoever against the Third Party.”

Learned counsel for the petitioner on instructions from his client, namely Rahul Kumar submits that the petitioner is ready to abide by all the terms and conditions of the compromise/settlement deed dated 24.09.2015.

Learned counsel for respondent No.2/complainant has no objection in case the order dated 30.06.2015 passed by this Court is made absolute.

However, in case the petitioner fails to abide by the terms and conditions of the compromise/settlement deed dated 24.09.2015, the complainant-respondent No.2 shall be at liberty to revive the petition.

In view of the above, the present petition is allowed and the interim bail granted to the petitioner, vide order dated 30.06.2015 passed by this Court, is made absolute.

However, petitioner shall continue to join investigation as and when required to do so and shall abide by the terms and conditions, as laid down under Section 438(2) Cr.P.C.

This Court is quite sanguine that the parties shall abide by all the terms and conditions of the compromise/settlement deed dated 24.09.2015 in a letter and spirit.

September 30, 2015

Anjal

**[HARI PAL VERMA]
JUDGE**