

206

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

CRM-M-35046 of 2015

Date of decision: December 01, 2015

Mangat Rai Mangla

.....Petitioner

Versus

State of Punjab and another

.....Respondents

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. H.S. Bhullar, Advocate
for the petitioner.

SABINA, J

Petitioner has filed this petition under Section 439 (2) of Code of Criminal Procedure, 1973 seeking cancellation of bail granted to respondent No.2 vide order dated 04.09.2014 in FIR No.155 dated 20.08.2014, under Sections 406, 420 of Indian Penal Code, 1860, registered at Police Station City South Moga.

I have heard learned counsel for the petitioner and have gone through the record available on the file carefully.

Respondent No.2 was granted bail by the learned Sessions Judge vide order dated 04.09.2014. Complainant-petitioner had stated that a compromise had been effected between the parties and he had no objection, if the bail application filed by respondent No.2 was allowed.

Thereafter, petitioner sought cancellation of bail granted to respondent No.2.

The learned Sessions Judge vide order dated 17.08.2015, while dismissing the application for cancellation of bail granted to respondent No.2, has observed as under:-

“In my considered opinion, bail application of FIR no.155 dated 20.08.2014 under Sections 406, 420 IPC, PS City South Moga, was decided by this Court on 04.09.2014 whereby on account of compromise between complainant Mangat Rai and respondent Subash Sehgal, later was released on bail in the sum of Rs.75,000/- with one surety in the like amount. FIR No.155 dated 20.08.2014 under Sections 406, 420 IPC has been registered at Police Station City South Moga against Subash Sehgal on account of the fact that he had refused to return the amount of Rs.14 lac taken by him from Mangat Rai for the construction of Shani temple. Subash Sehgal refused to return the money and also refused to purchase/donate land for construction of Shani Temple. While the bail application was ending before the undersigned, Mangat Rai complainant came present and got recorded his following statement.

“With the intervention of respectable of society compromise is being effected between us. I have no objection if the bail application of petitioner/accused, Subash Sehgal is allowed.”

Keeping in view the above statement of Mangat Rai and giving due regard to the

compromise arrived between the parties, Court granted regular bail to Subash Sehgal on furnishing bail bonds in the sum of Rs.75,000/- with one surety in the like amount. Now after nine months of the grant of bail, Mangat Rai has again approached this Court for cancellation of bail order dated 04.09.2014, In my considered opinion, Mangat Rai has simply given statement that parties are effecting compromise amongst themselves, therefore bail be granted to accused Subash Sehgal. At the time of giving the above statement or at the time of grant of bail, no terms or conditions were got fixed to the effect that Subash Sehgal would either return Rs.14 lac or he would purchase land for the construction of Shani temple. It was necessary for Mangat Rai to have got incorporated these conditions, when he gave statement for compromise to the Court. As such no ground is made out for cancellation of bail. Accordingly, the application for cancellation of bail stands dismissed. File be consigned to the record room."

The reasons given by the learned Sessions Judge while dismissing the application moved by the petitioner for cancellation of bail granted to respondent No.2, are sound reasons and call for no interference.

Dismissed.

(SABINA)
JUDGE

December 01, 2015
mahavir