

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH.

CRM M-13400 of 2016

Date of Decision: July 15, 2016

Kanika Sikka

.....Petitioner

Vs.

State of Punjab and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE M.M.S. BEDI.

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Present:- Mr.Vikram Bali, Advocate
for the petitioner.

Ms.H.K. Athwal, DAG, Punjab.

Mr.H.S. Gill, Advocate
for respondent No.2.

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M.M.S. BEDI, J.

Petition under Section 439 (2) Cr.P.C. has been filed by the petitioner, wife of respondent No.2-Uday Sikka for cancellation of bail granted vide order dated October 5, 2015 in FIR No. 179 dated September 7, 2015 under Sections 406, 498 A IPC registered at Police Station City Kharar, District SAS Nagar. Respondent No.2 had been granted concession of bail by this court on October 5, 2015 on the basis of a compromise having

been arrived at between the parties. The order dated October 5, 2015 passed in favour of respondent No.2-Uday Sikka reads as follows:-

“Petitioner seeks concession of pre-arrest bail in a case registered at the instance of Manju Sikka alleging that the petitioner and his family members had maltreated her on account of demand of dowry.

Counsel for the petitioner informs that a petition for quashing of FIR has been filed on the basis of compromise which is pending in this Court for 31.10.2015.

Notice of motion to the respondents.

On asking of the Court, notice has been accepted by Mr.Gazi Mohammad, DAG., Punjab, present in the Court. Copy given.

Mr.Himanshu Raj, Advocate, has put in appearance on behalf of the complainant and filed power of attorney admitting that the matter has actually been compromised.

In view of said circumstance, this petition is allowed. It is ordered that the petitioner will join investigation on 10.10.2015 and inform the Investigating Officer regarding the matter having been compromised. In case of petitioner doing so, he shall be released on bail to the satisfaction of the arresting officer subject to the conditions that the petitioner will not commit the similar offence of which he is accused of. The

parties will comply with the terms and conditions of compromise.”

It is pertinent to observe here that respondent No.2 had filed an application for quashing of the FIR on the basis of compromise dated September 11, 2015 entered into between the parties. Copy of the compromise has been placed on record as annexure P-2. Another petition had been filed for quashing of the FIR on the basis of compromise. Respondent No.2 had actually been granted concession of pre-arrest bail solely on the ground that the matter stood compromised between the parties and that they have settled the matrimonial dispute and agreed that entire litigation between the parties will cease. The said petition has been dismissed vide separate order as the terms of the compromise seem to have not been complied with by respondent No.2 and a statement has been made by the complainant wife that no compromise has been arrived at.

In view of the above circumstances, I am of the considered opinion that foundation of grant of pre-arrest bail to respondent No.2 was the terms of the compromise and their mutual agreement that FIR would be got quashed on the basis of compromise. The foundation of the grant of relief of pre-arrest bail to respondent No.2- Uday Sikka ceases to exist as such any order passed on the basis of said foundation would collapse.

It is not out of place to mention here that counsel for respondent No.2 has submitted that he is still ready to amicably settle the dispute.

It will not be appropriate to express any opinion regarding the said intention at this stage. The order dated October 5, 2015 having been obtained by respondent No.2- Uday Sikka on a ground which ceases to exist, the petition is allowed. The bail granted to respondent No.2 is hereby cancelled without prejudice to the rights of respondent No.2- Uday Sikka to seek concession of regular bail, in accordance with law.

July 15, 2016
sanjay

(M.M.S.BEDI)
JUDGE