

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

CRM-M-12658 of 2014 (O&M).

Decided on:-20.12.2016.

Nirmal Kaur.

.....Petitioner.

Versus

State of Punjab.

.....Respondent.

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

Present:- Mr. Harkaran Singh, Advocate for
Mr. B.S. Bhalla, Advocate for the petitioner.

Mr. Gurinderjit Singh, DAG, Punjab.

Mr. P.S. Sekhon, Advocate
for the complainant.

HARI PAL VERMA, J. (ORAL)

Prayer in this petition filed under Section 438 Cr.P.C. is for grant of anticipatory bail to the petitioner in case FIR No.25 dated 22.01.2014 under Sections 420 and 120-B IPC registered at Police Station City Sangrur, District Sangrur.

On April 11, 2014, this Court had passed the following order:

“Notice of motion for May 22, 2014.

Meanwhile, an interim direction is issued that the petitioner will join investigation on April 26, 2014, and in case of her doing so, she will be released on interim bail to the satisfaction of the arresting officer.”

During pendency of the present petition, vide order dated 27.09.2016 of this Court, on joint request of learned counsel for the parties, the case was referred to the Mediation and Conciliation Centre of this Court

and the parties were directed to appear there on 06.10.2016.

Pursuant to order dated 27.09.2016 of this Court, the parties had appeared before the Mediation and Conciliation Centre of this Court.

Learned counsel for the petitioner states that on 09.12.2016, settlement/compromise has been arrived at between the parties.

Learned counsel for the complainant also admits the factum of settlement.

Learned State counsel, on instructions from ASI Jasvir Singh, submits that the petitioner has joined investigation and her custodial interrogation is no more required in this case.

I have heard learned counsel for the parties.

The relevant extract of compromise, as mentioned in para No.7 of the settlement/compromise dated 09.12.2016, reads as under:

7. That both the parties have decided to compromise the matter on the following terms and conditions:

(a) That it is agreed between the parties that at present Smt. Harbhajan Kaur, mother of Nirmal Kaur is the owner of the property in dispute.

(b) That both the parties have agreed that the second party shall pay a sum of Rs.11,85,000/- (Rupees Eleven Lacs Eighty Five Thousand only) to the first party Harbhajan Kaur as full and final payment towards the house measuring 5 Marlas 7-1/2 Sarasahi being 105/1512 share out of land measuring 4 Kanal 4 Marlas bearing Khasra No.57//3/2/2 (Wrongly mentioned as 27/73/2/2/4-4 in the present petition due to typographical mistake), Khewat No.2203, Khatauni No.2544 situated at

Shaheed Bhagat Singh Nagar, Moga. It is further agreed between the parties that the said amount shall be paid by the second party to Smt. Harbhajan Kaur (First party) by way of Demand Draft before the Sub Registrar, Moga at the time of Registry of the above house on 10.01.2017. Thereafter the second party shall become absolute owner of the said property.”

The parties are ad idem and have accepted the compromise arrived at between them in true spirit.

In view of the above, since the matter has been compromised between the parties and the petitioner has joined the investigation, the present petition is allowed and the interim bail granted to the petitioner vide order dated 11.04.2014 is made absolute.

However, if required, the 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.

December 20, 2016
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes

Whether Reportable: No