IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CRM-M-1965 of 2016 (O&M)
Date of Decision : 06.04.2016

Rohit Bassi ....Petitioner

Versus

State of Punjab and another ....Respondents

CORAM: HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. N.S. Sodhi, Advocate
for the petitioner.

Mr. L.C. Aggarwal, AAG, Punjab.

Mr. Ajay Singla, Advocate
for respondent no. 2.

Surinder Gupta, J.

This is application under Section 439 (2) Cr.P.C. seeking cancellation of bail allowed to respondent no. 2-Satish Kumar vide order dated 30.04.2015 passed in CRM-M-42530 of 2014.

Having failed in getting anticipatory bail from the Court of Additional Sessions Judge, Jalandhar in case bearing FIR No. 162 dated 13.11.2014 for offences punishable under Sections 406, 420 and 120-B of Indian Penal Code (IPC), registered at Police Station Division No. 5, Jalandhar, respondent no. 2-Satish Kumar filed CRM-M-42530 of 2014. On his representation that there is possibility of compromise between the parties, he was allowed interim bail vide order dated 12.12.2014 and the matter was referred to Mediation and Conciliation Centre of this Court. Before Mediation and Conciliation Centre, respondent no. 2-Satish Kumar entered into a settlement with complainant-Rohit Bassi and term No. 6(i) of the agreement reads as follows:-

> *"6. The parties have finally agreed to resolve their dispute on the following terms and conditions:-*
>
> *(i) That it has been agreed and understood between the parties that the petitioner would clear the entire outstanding loan amount advanced by State Bank of India, Patel Chowk Branch, Jalandhar and State Bank of India, New Grain Market, Jalandhar, in the name of complainant-Rohit Bassi, against House No. 246, New Rasila Nagar, Basti Danishmandan, Jalandhar."*

This settlement was arrived on 18.03.2015. On the basis of settlement interim bail order dated 12.12.2014 was made absolute till filing of the challan, vide order dated 30.04.2015.

Case of complainant-Rohit Bassi, in brief, is that respondent no. 2-Satish Kumar sold his house to him and concealed this fact that he had already taken loan on that house. After purchase of house, petitioner applied for loan of ₹4 lacs submitting the sale deed to State Bank of India. On coming to know about the loan already taken on the said house official of State Bank of India asked for payment of loan and house was surrendered to the Bank to discharge the liability of loan. As respondent no. 2-Satish Kumar duped the petitioner, FIR in question was got registered against him.

I have heard learned counsel for the parties and perused the paper-book with their assistance.

Learned counsel for respondent no. 2-Satish Kumar has submitted that out of loan of ₹3,54,000/-, respondent no. 2-Satish Kumar has paid ₹30,000/- on 01.02.2016 and ₹24,000/- on 08.03.2016. Regarding remaining payment he has submitted that respondent no. 2 will pay the same after sometime.

Respondent No. 2 was allowed bail under the settlement that he will pay the entire outstanding loan amount advanced by State Bank of India, Patel Chowk Branch, Jalandhar and State Bank of India, New Grain Market, Jalandhar. Even after expiry of period of more than one year, respondent no. 2-Satish Kumar has not paid loan amount. Learned counsel for respondent no. 2 could not put-forth any schedule for payment of loan amount. He presented that the matter has been settled with the Bank for ₹3,75,000/-. Respondent no. 2 may receive some payment in May and deposit the same with the Bank in July. However, this fact is not mentioned in the affidavit filed by respondent no. 2. Despite asking of this Court to make some payment within a given period, leaned counsel for respondent no. 2 could not give any undertaking.

Keeping in view all the above facts and circumstances, I am of the opinion that respondent no. 2 has not only duped the complainant but has also misled the Court by making it believed that he will adhere to the terms of settlement and got benefit of bail. The intention of respondent no. 2 was not honest, as even after expiry of more than one year of the said settlement he has not paid even 50% of the loan amount. Taking all these facts into account, the petition filed by complainant-petitioner is allowed and order dated 30.04.2015, confirming interim bail allowed to respondent no. 2 is withdrawn and bail allowed to respondent no. 2 in this case is cancelled.

April 06, 2016 **(SURINDER GUPTA)**
jk **JUDGE**