

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

(1) CRM-M No.33009 of 2015 (O&M)

Raman Mahajan

..... Petitioner

Versus

State of Haryana

..... Respondent

AND

(2) CRR (F) No.115 of 2015 (O&M)

Raman Mahajan

..... Petitioner

Versus

Jaslovleen Sekhon

..... Respondent

Date of Decision: 31.05.2016

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Sartej Singh Narula, Advocate
along with the petitioner-husband (in both the cases).

Mr. Neeraj Poswal, Assistant Advocate General, Haryana
for the respondent/State assisted by ASI Murari Lal.

Mr. Jaivir Yadav, Advocate
along with the complainant-wife (in both the cases).

JASWANT SINGH, J. (Oral)

This common order shall dispose of two aforementioned petitions as the same emerge out from the matrimonial dispute between the husband-Raman Mahajan and the wife-Jaslovleen Sekhon.

CRM-M No.33009 of 2015 has been filed by the accused husband seeking anticipatory bail under Section 438 Cr.P.C. in case FIR No.164 dated 12.02.2015, under Sections 467 and 471 of the Indian Penal Code, registered with Police Station Gurgaon City, District Gurgaon.

The allegations levelled by the complainant-wife are that the husband had forged her signatures on the partnership deed dated 27.05.2010 and utilized the same before various authorities including Income Tax Department. The investigations are pending and report of the FSL of the alleged signatures is awaited.

CRR (F) No.115 of 2015 has been filed by the husband assailing the order dated 01.04.2015, passed by the Family Court, Gurgaon, whereby the petition instituted by the wife seeking maintenance under Section 125 Cr.P.C. has been decided in favour of the wife and a sum of Rs.1 Lac per month w.e.f. 12.11.2013 i.e. the date of filing of the application has been awarded.

It is claimed that the awarded rate is on the higher side and which doing so, has not considered the material placed on record.

During the interim hearing on 02.07.2015, this Court had directed the petitioner-husband to pay 50% of the upto-date arrears of the awarded maintenance.

It is an admitted case that at the reduced rate of 50% payable w.e.f. 12.11.2013, a aggregate sum of Rs.14 lacs has been paid and received by the wife, which will cover up the arrears till 11.04.2016.

Both the petitions i.e. anticipatory bail and revision were taken up together by this Court, vide order dated 01.10.2015 and on part payment of the arrears of maintenance, the grant of interim bail was not opposed by the wife.

During the course of their joint hearing, on previous date, the parties had arrived at an amicable settlement, whereby all the rights between the parties emerging out of their marriage were sought to be settled.

Accordingly, a written compromise deed dated 31.05.2016 has been executed between the parties and a copy of the same has been placed on record as **Mark 'A'**, apart from the same retained by them.

Learned Counsel for the parties are agreed that both the aforesaid petitions can be disposed of in terms of the aforesaid compromise.

Accordingly, the prayer for anticipatory bail in the aforesaid pending FIR No.164 dated 12.02.2015, under Sections 467 and 471 of the Indian Penal Code, registered with Police Station Gurgaon City, District Gurgaon is confirmed and the revision qua the maintenance is disposed of as infructuous in the light of the compromise **Mark 'A'**.

The parties, who are present in the Court, will be bound by their respective stands as per the compromise and in case of violation of any term and condition by any party, the other party would be free to seek the revival of the aforesaid petitions.

Disposed of in the above terms.

May 31, 2016
Gagan

(JASWANT SINGH)
JUDGE