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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CRL.M.C. 2651/2011**

JAPJEET KAUR

..... Petitioner

Represented by: None.

versus

STATE & ANR.

..... Respondents

Represented by: Mr. Ravi Nayak, APP for the
State.

Mr. Anil Sharma, Mr. Arun
Bali and Mr. Jaskaran Singh,
Advocates for respondent No.2.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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17.01.2017

Crl. M.A. No. 820/2017 (Exemption)

Allowed, subject to all just exceptions.

Crl. M.A. Nos. 818/2017 (modification/recalling of order dated 9th September, 2016 by respondent No.2) & 819/2017 (Stay of execution of order dated 9th September, 2016)

1. The respondent No.2/applicant was granted anticipatory bail by this Court vide order dated 5th October, 2009 in Bail Application 1078/2009. The order dated 5th October, 2009 reads as under:

“As an interim measure, the following has been settled today in the court between the parties:

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(1) The petitioner shall deliver to the learned Senior Counsel for the Complainant a Pay Order of the entire amount payable to the Landlord of Punjabi Bagh premises towards rent up to 30.10.2009, with copy to I.O. The Pay Order shall be in the name of the Landlord and will be delivered by the complainant to him, as soon as it is received by her.

(2) All the arrears of electricity and water charges shall be paid directly by the petitioner to the concerned authorities within one week from today and the copy of the paid bills shall be given to the IO for record.

(3) The petitioner shall continue to pay rent for Punjabi Bagh premises to the landlord by way of Pay Order, in advance, by the 7th of each calendar month and copy of the rent receipt, if issued by the landlord, along with the copy of the Pay Order will be submitted to the Investigating Officer.

(4) The bills for water and electricity charges shall continue to be paid by the petitioner directly to the concerned authorities and copies of the paid bills shall continue to be submitted to the I.O.

In view of the above voluntarily statement made by the petitioner through his counsel, the learned counsel for the complainant has no objection to grant of anticipatory bail to the petitioner.

It is, therefore, directed that in the event of arrest of the petitioner, he will be released on bail on his furnishing personal bond in the sum of Rs. 25,000/- with one surety in the like amount to the satisfaction of the I.O. The petitioner shall not leave country without permission of the concerned court and shall not try to influence the investigation in any manner.

If the petitioner fails to comply with the statement given today by him in the court, it shall be open to the complainant / Investigating Officer to seek cancellation of the anticipatory bail granted to the petitioner.

A copy of this order be given dasti, as prayed for.”

2. Since the respondent No.2 was not complying with the conditions imposed vide order dated 5th October, 2009 which were passed on a settlement as an interim measure between the parties, the petitioner/non-applicant Japjeet Kaur filed the present petition being Crl. M.C. No. 2651/2011 seeking cancellation of the anticipatory bail granted to the respondent No.2 vide order dated 5th October, 2009. This petition was disposed of on 9th September, 2016 when again the respondent No.2/applicant entered into a further settlement with the petitioner/non-applicant Japjeet Kaur. Relevant portion of order dated 9th September, 2016 reads as under:

“2. Since respondent No.2 was not complying with the order, the petitioner who is the complainant in FIR No. 163/2009 under Sections 420/380/406/120B IPC filed the present petition seeking cancellation of bail. There have been repeated orders and ultimately respondent No.2 stated that he has liquidated the dues towards the landlord in respect of premises bearing No.19/26, West Punjabi Bagh, Delhi which was on rent till 5th June, 2015. Thereafter the petitioner has shifted to another premises bearing No.2262, Hudson Lane, Delhi-11009 however respondent no.2 is not paying the rent and electricity charges as agreed.

3. Learned counsel for respondent No.2 states that in the present proceedings respondent No.2 had undertaken that he would pay the rent qua the premises of Punjabi Bagh or of any

other premises if taken on rent however since the petitioner had not intimated of rent being paid of subsequent premises he could not pay so.

4. Learned counsel for the petitioner states that copy of the lease deed was filed on the same date. The petitioner claims that she is presently paying money rent of Rs.17,000/- which is disputed by respondent No.2.

5. Today, it has been agreed between the parties that from 5th June, 2015 since when the petitioner has taken the second premises on rent, respondent No.2 will pay a sum of Rs.15,000/- per month towards rent and Rs.3000/- towards electricity charges with revision of 10% after every three years, the first revision being effected on 5th June, 2018.

6. Learned counsel for respondent No.2 states that rental amount of Rs.15000/- would be paid directly to the landlord on or before 5th of every month and electricity charges of Rs.3000/- will be paid to the petitioner on or before 5th of every month. However arrears till date i.e. from 5th June, 2015 till 5th September, 2016 will be deposited in the bank account of the petitioner being 02951000601302 maintained with Punjab & Sind Bank, B-9, Gujranwala Town, Delhi. The bank account number of the landlord of the subsequent premises Mr. Lovleen Singh is 50100070783852 maintained with HDFC Bank Ltd., 2514, Hudson Lane, Kingsway Camp, New Delhi.

7. With the undertaking of the respondent No.2 who is present in Court, as recorded above, the petition and application are disposed of. However, it is made clear that in case of non-compliance of this order, the petitioner will be at liberty to file an application before this Court for cancellation of anticipatory bail granted to respondent No.2.”

3. Having availed the benefit of anticipatory bail order for more than six

years now the respondent No.2/applicant seeks modification of the order stating that he is not in a position to comply with the same.

4. It is unfortunate and unfair because even on 9th September, 2016 the respondent came forward with a further settlement proposal and agreed on terms. Despite having reaped the benefit of bail orders and not complying with the terms thereof and on a further settlement during the petition for cancellation of bail which was disposed of vide order dated 9th September, 2016, the modifications now sought by respondent No.2 in the order dated 9th September, 2016 cannot be granted.

5. Present applications seeking modification of order and stay of execution of the order are dismissed.

MUKTA GUPTA, J.

JANUARY 17, 2017
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