

CRM No. M-2842 of 2016 (O&M)

Sr. No.267

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

CRM No. M-2842 of 2016 (O&M)

Date of Decision: 17.02.2017

Amit Mahajan

... Petitioner

Versus

State of Punjab and another

... Respondents

CRM No. M-2917 of 2016 (O&M)

Neeraj Mahajan

... Petitioner

Versus

State of Punjab and another

... Respondents

CORAM:- HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

Present:- Mr. Akashdeep Singh, Advocate,
for the petitioner(s).

Mr. Varun Sharma, AAG, Punjab.

Mr. S.K. Chaudhary, Advocate,
for respondent No.2-complainant.

TEJINDER SINGH DHINDSA, J.(ORAL)

This order shall dispose of CRM No. M-2842 of 2016 (Amit Mahajan Vs. State of Punjab and another) and CRM No. M-2917 of 2016 (Neeraj Mahajan Vs. State of Punjab and another) as both these petitions have been filed under Section 438 Cr.P.C. seeking concession of anticipatory bail to the petitioner(s) herein pertaining to FIR No.122 dated 20.11.2015, under Sections 420 and 120-B of Indian Penal Code, registered at Police Station Division No.1, Pathankot.

Suffice it to notice that FIR came to be registered on the complaint of Rajiv Puri with the allegations that in the months of November

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and December, 2014 various sums of money were paid to the accused party for obtaining a Honda two wheeler dealership at Pathankot. Precise accusation is that neither the dealership fructified nor the money was refunded.

On 27.01.2016 while issuing notice of motion in CRM No.M-2842 of 2016, the following order was passed by this Court:

“Prayer is for grant of anticipatory bail to the petitioner namely Amit Mahajan in case FIR No.122 dated 20.11.2015 under Sections 420, 120-B of Indian Penal Code registered with Police Station Division No.1, Pathankot.

Complainant Rajiv Puri has submitted that in the moth of November and December 2014 various sums were paid to the present accused Amit Mahajan and his non applicant co-accused Neeraj Mahajan (brother) for obtaining a Honda Two Wheeler Dealership at Pathankot. Since neither the dealership was arranged nor the money refunded, the FIR was lodged.

It is contended that the petitioner-accused has admitted of having obtained a sum of Rs.15 lacs out of which Rs.3 lacs have been returned. He further submits that the petitioner is ready and willing to return the amount along with interest. However, in the investigation, the complainant has wrongly laid the claim for a sum of Rs.32 lacs. Even as per his bank statement, he had only withdrawn a small amount in the month of November and December 2014 and, therefore, cannot substantiate his plea of the payment of the exaggerated amount.

Notice of motion for 16.02.2016.

Till the next date of hearing, in the event of his arrest, petitioners shall be released on interim bail subject to the satisfaction of the arresting/investigating officer. However, he shall join the investigation as and when called upon to do so and abide by the conditions as envisaged under Section 438(2) Cr.P.C.”

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Notice of motion was issued in CRM No.M-2917 of 2016 on the same date i.e. 27.01.2016 and in identical terms.

During the course of hearing today, counsel appearing for the petitioner(s) in these two connected petitions as also for the complainant submit that a compromise has been thrashed out between the parties. The same has been reduced in writing. Copy of the compromise deed dated 17.02.2017 has been furnished to this Court and the same is taken on record as Mark 'A'.

Perusal of the compromise deed would reveal that the settlement has been arrived at for a total amount of Rs.20 lacs. Three lacs are stated to have already been paid in the months of April/May, 2016. A demand draft of Rs.4 lacs has been handed over to the complainant today. Balance amount of Rs.13 lacs is payable in six monthly installments, first five installments of Rs.2 lacs each and 6th installment of Rs.3 lacs. The installments schedule is to start from the month of March, 2017. The payments of installments are to be paid on or before 10th of every month and by mode of RTGS in the account of the complainant. The compromise deed also recites that other proceedings initiated by the complainant under the Negotiable Instruments Act would not be pressed during the period while such compromise deed is in operation and subsequently such proceedings would be withdrawn.

In the light of such settlement having been arrived at between the parties, the present petitions are disposed of in terms of making order dated 27.01.2016 passed in CRM No. M-2842 of 2016 and CRM No. M-2917 of 2016 as absolute.

It is, however, clarified that in case there being any deviation of

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the terms and conditions contained in the compromise deed dated 17.02.2017 at Mark 'A', the petitioners shall stand dis-entitled to the concession of anticipatory bail.

Petitions disposed of.

17.02.2017
vandana

(TEJINDER SINGH DHINDSA)
JUDGE

Whether speaking/reasoned	Yes
Whether Reportable	No