

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

CRM-M-2891 of 2017(O&M)

Date of Decision: 27.10.2017

Gurtej Singh

..... Petitioner

Versus

State of Punjab and another

..... Respondents

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr.J.S.Khiva, Advocate
for Mr. L.S.Sidhu, Advocate
for the petitioner.

Mr. Rahul Rathore, DAG, Punjab.

Mr. L.S.Sekhon, Advocate
for respondent no.2.

LISA GILL, J (Oral).

Petitioner seeks the concession of anticipatory bail in FIR No. 43 dated 28.04.2015, under Sections 406, 498-A IPC, registered at Police Station, Sadar Mansa, District Mansa.

The above said FIR was registered on the basis of an application dated 19.04.2015 submitted by Bahal Singh (father of respondent no.2.). The matter was amicably resolved between the parties on 15.06.2015. Pursuant thereto, a petition under Section 13-B of the Hindu Marriage Act, 1955 was filed by both the parties. It was agreed that the petitioner shall handover a sum of ₹15,00,000/- lakhs to respondent no.2 as full and final settlement of all her claims. A sum of ₹5,00,000/- lakhs was handed over to her. However, the settlement did not fructify with both the parties raising allegations of the other side not carrying out the terms and conditions of the settlement. Petition under Section 13-B of the Hindu Marriage Act, 1955 was ultimately dismissed on 17.12.2015.

The present petition for anticipatory bail was filed. Notice was issued on the submission of the petitioner that compromise was arrived at between the parties on two occasions, a sum of ₹5,00,000/- lakhs was received by the complainant but she backed out of the settlement. The petitioner, it was submitted was ready and willing to deposit the rest of the settled amount. Arrest of the petitioner was stayed. The complainant appeared before this Court on 23.03.2017 and stated that she is ready and willing to abide by the terms and conditions of the settlement arrived at between the parties provided the petitioner honours his commitment to deposit the rest of the settled amount. The matter was adjourned on various occasions to enable learned counsel for the petitioner to seek instructions. Ultimately, the petitioner as well as respondent no.2 were directed to be present in Court on 20.09.2017.

The following order was passed on 20.09.2017:-

“The petitioner, duly identified by his counsel, is present in Court. The petitioner states that he is ready and willing to hand over the balance amount of ₹10 lakhs provided respondent No. 2 withdraws all the litigation that she has initiated against him as well as his family members.

Respondent No. 2/complainant is not present in Court. However, learned counsel for respondent No. 2 submits that he has specific instructions to state that respondent No. 2 is ready and willing to withdraw the said litigation provided the petitioner honours his word.

It is stated that petition under Section 13B of Hindu Marriage Act, 1955 shall be filed by the parties within the next fifteen (15) days and a sum of ₹5 lakhs shall be handed over to respondent No. 2 at the time of recording of the statements at first motion. It is further agreed that a proceedings for quashing of FIR No. 43 dated 28.04.2015 shall also be initiated.

Learned counsel for the parties prays for some time to

place on record written terms and conditions of the settlement.

List on 27.10.2017.”

No steps have been taken for filing of the petition under Section 13-B of the Hindu Marriage Act, 1955. Respondent no.2 duly identified by her counsel is present in Court. It is stated that in fact the petitioner is not ready and willing to deposit the remaining amount of settlement, whereas his client is and always has been ready and willing to abide by the terms and conditions of the settlement. It is thus, prayed that this petition be dismissed.

Learned counsel for the petitioner states that his client has not contacted him and he has no instructions in this regard, neither the petitioner has come present in Court today.

I have heard learned counsel for the parties.

The conduct of the petitioner clearly lacks *bona fides*. It is apparent that interim relief was sought on the ground that the petitioner is ready to deposit the rest of the settled amount and abide by the terms and conditions of the settlement. When the complainant expressed her readiness, the petitioner stepped back. Repeated adjournments were sought but the petitioner did not come forward to comply with the terms and conditions of the settlement. Clearly such a conduct dis-entitles the petitioner for the concession of the anticipatory bail by this Court.

Keeping in view the facts and circumstances as above, this petition is dismissed.

27.10.2017
s.khan

[LISA GILL]
Judge

Whether speaking/reasoned : Yes/No.

Whether reportable : Yes/No.