

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

**CRM-M No.36161 of 2016
Date of Decision: 21.04.2017**

Amrik Singh and another Petitioners

Versus

State of Punjab Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Harjeet Singh Gill, Advocate
for the petitioners.

Mr. Kirat Singh Sidhu, DAG, Punjab.

Mr. Ferry Sofat, Advocate
for the complainant.

DEEPAK SIBAL J. (ORAL)

Through the present petition filed under Section 438 Cr.P.C., the petitioners seek the grant of anticipatory bail in FIR No.73, dated 04.08.2016, registered under Sections 406 and 420 IPC, at Police Station Phase-8, Mohali, District SAS Nagar (Mohali).

The case of the prosecution as culled out from the FIR is that the complainant along with her son Harpreet Singh entered into an agreement with the petitioners for the purchase of a house for a total sale consideration of Rs.1,72,00,000/-. Earnest money amounting to Rs.30,00,000/- was paid at the time of execution of the agreement followed by payment of Rs.50,00,000/- by the complainant to the petitioner-Amrik Singh. However, it was later found that the house in question could have not been transferred by the petitioners for want of No Objection Certificate from GMADA as the petitioners had taken loan of Rs.50,00,000/- after mortgaging the house in question.

In view of the above as also for the reason that the factum of mortgage of the house in question was concealed by the petitioners from the

complainant, the above FIR was lodged.

After notice, learned counsel appeared on behalf of the complainant and on joint request of the parties, the matter was referred to the Mediation and Conciliation Centre of this Court wherein learned counsel for the parties inform me that the matter has been amicably resolved between the parties. A compromise dated 08.03.2017 has been executed. The same has been filed in Court today which is ordered to be taken on record as Annexure Mark 'A'.

The terms of the compromise read as under:-

“1. That the Second Party has compromised with the First Party voluntarily without any force, coercion, undue influence as the well wishers and common friends. The second party has purchased the house of First Party for a total sale consideration of Rs.1,72,00,000/- (Rupees One Crore Seventy Two Lacs) as per the terms and conditions of Agreement dated 01.05.2015.

2. That the First Party has paid the interest of Rs.6.00 lacs to the Second Party from the date of entering into above said agreement till the date of registry i.e.

3. That as per the Agreement dated 01.05.2015, the Second party has already paid the part payment of the total sale consideration to the tune of Rs.45.00 lacs to the First Party. The description of payment the payment of Rs.45.00 lacs has already been mentioned in the Agreement to sell dated 01.05.2015.

4. That the both the parties manually agreed to divide the amount of Rs.14.00 lacs (Rupees Fourteen Lacs) between them to the equal extent i.e. Rs.7.00 lacs each.

5. That the Second Party has paid Rs.44,40,000/- to the First Party on 24.02.2017 by way of cheque bearing No.801778, which was directly given by the

Second Party to M/s Saboo Construction Syndicate Bank bearing A/c No.82041250000312 on the asking of First Party, as the First Party has taken the loan from the said Bank mean to say the said amount was paid by the Second Party in lieu of the loan amount taken by the First Party.

6. *That the first party has given the vacant possession of House No.4267, Sector-68, SAS Nagar (Mohali) to Second 27.02.2017.*

7. *That the Second Party will pay a sum of Rs.1,59,00,000/- to the First Party at the execution of registry by the First Party in favour of Second Party after deduction of TDS @ 1% on the said amount. After the payment of Rs.1,59,00,000/-, there no other payment remain pending/due Second Party on the part of First Party.*

8. *That the Second Party will have no objection, if the bail application pending before the Hon'ble High Court vide CRM No.36161 of 2016 is allowed in favour of First Party.*

9. *That the First Party will also file quashing petition before the Hon'ble High Court of Punjab & Haryana at Chandigarh for quashing the above said FIR registered on the it of Second Party against the First Party. The second Party is/are ready to give respective statement(s)/affidavit(s) the Hon'ble High Court in getting quash the above said FIR in favour of first party.*

10. *That both the parties also agreed to withdraw the cases, if any, pending against each other from the concerned court/or an/other authority.*

11. *That after the execution of this compromise deed both the parties shall have no claim/counter claim against each other respect of the agreement to sell dated 01.05.2015.*

12. *That if the second party backs out from giving any statement(s)/affidavit(s) before the Hon'ble High Court in getting quash the above said FIR, then the*

First Party free to take action against the Second Party as per law.

13. That both the parties undertake to remain bound to the terms and conditions of this Compromise Deed.

14. That both the parties have entered into present compromise deed with her own fee will I consent without any pressure, undue influence and threat from any side.” (emphasis supplied)

From the above, it is clear that the matter has been settled between the petitioners and the complainant and as per one of the terms of the compromise, the complainant has no objection if the bail application filed by the petitioners is allowed.

In view of the above amicable settlement as also for the reason that the petitioners have joined investigation and that they are no longer required for further questioning, learned State counsel also has not raised any serious objection to the allowing of the present petition.

After considering the above submissions, the present petition is allowed and the interim order of this Court dated October 07, 2016 granting ad-interim bail to the petitioners is made absolute, subject to the conditions prescribed under Section 438 (2) Cr.P.C.

Nothing observed herein-above shall be considered to be an expression of opinion by this Court on the merits of the case.

If the petitioner is found indulging in any other criminal activity/misusing the concession of bail granted to him, it will be open to the State to move an appropriate application before the Competent

Court/this Court for cancellation of the granted bail to the petitioner through this order.

April 21, 2017

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(DEEPAK SIBAL)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No