

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

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CRM-M-38968-2016 (O&M)

Date of Decision : 03.05.2017

Rajesh Masih

....Petitioner

Versus

State of Punjab and another

.... Respondents

**CORAM : HON'BLE MR. JUSTICE AMOL RATTAN SINGH**

Present: Mr. Harsh Chopra, Advocate, for the petitioner.  
Mr. Rajesh Mehta, Additional Advocate General, Punjab.

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**AMOL RATTAN SINGH, JUDGE (ORAL)**

Pursuant to the order dated 26.04.2017, learned counsel for the petitioner has produced in Court today an undertaking stated to be signed by the petitioner, to the effect that he has already paid Rs.90,000/- to the complainant vide a cheque dated 14.03.2017, bearing No.000007 from account No.50100164066968. A photocopy of the said cheque has been annexed as Annexure A2 with the undertaking.

The said amount is stated to have been issued by one Dalip Shah on behalf of the petitioner, into the account of complainant-Gurmeet Singh, as reflected in the bank statement of the HDFC Bank Limited, village Kaimbala, District Mohali, a copy of which has also been annexed as Annexure A2 itself with the undertaking. The bank statement shows the amount to have been debited to the aforesaid account on 18.03.2017.

A demand draft for an amount of Rs.30,000/- has also been produced in Court today by learned counsel favoring complainant-Gurmeet Singh, which has been handed over to the complainant who is present in Court, identified by ASI Kesar Singh of Police Station Kurali.

A copy of the said bank draft is annexed as Annexure A1 with the undertaking.

The undertaking of the petitioner further states that the petitioner would continue paying Rs.50,000/- per month to the complainant towards arrears in respect of the money owed by the petitioner to the complainant, till the entire amount of Rs.4,10,000/- is not discharged (after deducting Rs.1,20,000/-) as have already been paid upto today.

(The said amount of money has been described as earnest money in paragraph 5 of the undertaking).

Consequently, subject to the petitioner adhering to his undertaking of paying Rs.50,000/- per month to the complainant by way of bank instruments duly honoured, the interim order dated 21.04.2017 is made absolute on the same terms and conditions. Needless to say, if the petitioner defaults at any stage in the monthly payment of Rs.50,000/-, the aforesaid order would be deemed to have been vacated as of that date, it being a conditional order.

As regards interest payable on the aforesaid amount, Mr.Mehta, learned Additional Advocate General, Punjab, had also contended on the last date of hearing that the petitioner should undertake to pay that also.

However, for the purpose of the anticipatory bail application, nothing is being said with regard to the aforesaid interest if any is due, which would be matter of any appropriate civil proceedings.

Disposed of.

**(AMOL RATTAN SINGH)**  
**JUDGE**

**03.05. 2017**

adhikari/rajneesh

Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/No