

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

**1. CRM-M No.39026 of 2015 (O&M)
Date of Decision: 17.05.2017**

Vishal BishnoiPetitioner

Vs

State of Punjab ...Respondent

2. CRM-M No.39038 of 2015 (O&M)

Darshan KumarPetitioner

Vs

State of Punjab ...Respondent

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present:Mr. Arun Khatri, Advocate
for the petitioner.

Mr. Shilesh Gupta, Addl. A.G., Punjab.

Mr. Inderjeet Singh, Advocate
for the complainant.

RAJ MOHAN SINGH, J.

[1]. Vide this common order CRM-M Nos.39026 and 39038 of 2015 are being decided as both the petitions involve same controversy. For brevity, facts are being taken from CRM-M No.39026 of 2015.

[2]. Petitioners in both the petitions have prayed for grant of

anticipatory bail in case bearing FIR No.93 dated 05.09.2015 registered under Sections 420, 465, 467, 468, 471, 120-B IPC at Police Station Bahaw Wala, District Fazilka.

[3]. The background in which the aforesaid FIR was registered was that on 01.05.2015 Darshan Kumar (father of the petitioner Vishal Bishnoi) had given false complaint against the complainant party which was inquired into by SI Raj Kumar and vide report dated 02.06.2015, the complaint submitted by Darshan Kumar was found to be false and was recommended for consigning. The allegations were made that the accused namely Darshan Kumar and Vishal Bishnoi by tampering with the report dated 02.06.2015 given by SI Raj Kumar by getting the same translated as per their own discretion by misleading SI Raj Kumar and making him to believe falsely and got it signed and forged the stamp of the Police Station in English and had presented the same in the Court. The accused got the translation done from Punjab to Hindi on pretext that the Punjabi was not used in the court at Rajasthan and in this way forged report was presented by affixing forged stamp of the Police Station.

[4]. The basic dispute has arisen out of the matrimonial discord. Vide order dated 18.11.2015, notice of motion was issued on the assertion of learned counsel for the petitioner that

there was no falsification of any report made by the petitioner along with the co-accused.

[5]. Vide order dated 05.12.2015, the petitioner was allowed interim bail and was directed to join the investigation before the Investigating Officer. The primary argument of learned counsel for the petitioner was that the SI Raj Kumar himself had admitted his signature on the alleged tampered report and the seal allegedly used on the forged document was also affixed in other cases by the Police.

[6]. At one point of time, there was a consensus between the parties so as to resolve the entire controversy and virtually they had entered into a compromise which was duly noticed in the order dated 23.12.2016 which reads as under:-

“These petitions have been filed for grant of anticipatory bail to the petitioner(s) in case FIR No.93 dated 05.09.2015 registered under Sections 420, 465, 467, 468, 471, 120-B IPC at Police Station Bahaw Wala, District Fazilka, which has arisen out of one of the cases which is pending between the petitioner – Vishal Bishnoi and his wife.

During the proceedings with the intervention of the learned counsel, some portion of the dispute between the parties has been resolved. As mentioned above there are several cases pending between the parties and one is divorce petition filed by the petitioner Vishal Bishnoi. It has been agreed that this divorce petition would continue and

would be decided on merits but all the other cases filed by the wife would be quashed on the basis of compromise subject to the condition that the petitioner Vishal Bishnoi shall create a fixed deposit of Rs.30 lacs in favour of the minor son of the parties namely Mahir. The interest of that fixed deposit would be released to the wife of the petitioner Vishal Bishnoi which may be used by her for her own and for the minor's expenses. This would be in full and final settlement of all claims of maintenance of the wife of the petitioner Vishal Bishnoi and the minor child and the deposit amount would be released to the child on his attaining the age of majority. It has further been agreed that after the fixed deposit is created the petitioner Vishal Bishnoi would be entitled to have the custody of minor child for half of every school vacation which exceeds 7 days and in any month in which there is no school vacation he would be entitled to take the child Mahir with him on one Friday in the afternoon and drop him back on Sunday. This would be subject to mutual arrangement between the parties.

Learned counsel for the parties seek a short adjournment to enable the parties to give effect to this settlement.

Adjourned to 30.01.2017.

A photocopy of this order be placed on file of the connected case.”

[7]. At a later stage, learned counsel for the petitioner sought to modify the aforesaid order vide CRM No.13984 of 2017, which was declined by the Co-ordinate Bench of this Court on 08.05.2017.

[8]. Learned counsel for the petitioner submitted that the

compromise between the parties could not be materialized as wife of the petitioner demanded transfer of about 40 to 45 acres of land for giving mutual divorce to the petitioner. Learned counsel also submitted that in fact both the seals in Punjabi and Hindi were being used by the Police.

[9]. Learned State counsel on instructions from ASI Iqbal Singh submitted that the petitioner had acted in collusion with SI Raj Kumar, who has been punished for the misdeeds committed by him in the departmental proceedings and no extension in service was provided to him. The admission regarding signature made by the said SI Raj Kumar would not give any such *alibi* to the petitioner as the original version of inquiry dated 02.06.2015 and the tampered inquiry were on different parameters.

[10]. I have heard learned counsel for the parties.

[11]. Perusal of the record reveals that the issue of mutual divorce was not the subject matter of the compromise which has not been adhered to by the petitioner. The record further reveals that after availing so many opportunities, a compromise was struck. The reference of which has been made in the order dated 23.12.2016. The statement of fact given before the Court was that after due deliberations between the parties, wherein the petitioner agreed to create a fixed deposit of Rs.30 lacs in

favour of his minor son namely Mahir. The interest accruing on the aforesaid fixed deposit was to be utilized by the wife of the petitioner towards minor's expenses. In this way, full and final settlement was sought to be projected in respect of claims of maintenance of the wife of the petitioner and minor son. The amount was to be released to the minor child on attaining the age of majority. Some arrangement regarding custody of the minor child was also made in the said order. Since several cases were pending between the parties, therefore, divorce petition filed by the petitioner was to remain unaffected by the said compromise and the same would be decided on merits. Other cases between the petitioner Vishal Bishnoi and his wife were to be quashed on the basis of the aforesaid compromise.

[12]. Since the issue involved in the present FIR is in respect of forgery which was sought to be compounded by the petitioner by way of entering into an amicable settlement with his wife and thereafter he resiled from the same, therefore, in my considered opinion no such indulgence can be granted to the petitioner. Consequently, the prayer for grant of anticipatory bail is hereby rejected.

[13]. Since the prayer for the grant of anticipatory bail by Vishal Bishnoi is rejected, the allegations made against the petitioner in CRM-M No.39038 of 2015 are also at par with the

accusation made against Vishal Bishnoi (son of the petitioner) in respect of tampering of report dated 02.06.2015, therefore, I am of the view that no indulgence can be granted to the petitioner Darshan Kumar as well.

[14]. Both the petitions are accordingly dismissed.

May 17, 2017

Atik

Whether speaking/reasoned

Whether reportable

(RAJ MOHAN SINGH)
JUDGE

Yes/No

Yes/No