

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

**CRM-M No.6479 of 2017  
Date of Decision: 18.05.2017**

**Munish Sahi and others**

**.... Petitioners**

**Versus**

**State of Haryana**

**..... Respondent**

**CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL**

Present: Mr. Vishal Malik, Advocate  
for the petitioners.

Mr. Manish Bansal, DAG, Haryana  
for the respondent-State.

Mr. Ashit Malik, Advocate  
for the complainant.

**DEEPAK SIBAL J. (ORAL)**

Through the present petition filed under Section 438 Cr.P.C., the petitioners seek anticipatory bail in FIR No.1, dated 04.01.2017, registered under Sections 420 and 120-B IPC, at Police Station Sector-20, Panchkula.

Vide order of this Court dated 28.02.2017, while issuing notice of motion, this Court had ordered that in the event of arrest of the petitioners, they shall be released on ad-interim anticipatory bail, to the satisfaction of the Arresting officer subject to the conditions prescribed under Section 438(2) Cr.P.C.

As per the case of the prosecution, the complainant had given a loan of Rs.32 lakhs to the petitioners which they had refused to return. In fact, the petitioners had issued cheques in favour of the complainant which on presentation had been dishonoured.

Through order of this Court dated 21.04.2017, on the request made by learned counsel for the parties, the matter was referred to the Mediation and Conciliation Centre of this Court, where, as per report submitted by the Mediator, the matter has been amicably settled as under:-

*“7. The following settlement has been arrived at between the parties hereto:*

*a) It is agreed between the parties that the amount of Rs.25,00,000/- (Rupees Twenty Five Lacs only) borrowed by the first party from the second party will be returned to the second party in instalments as agreed between the parties. Out of the total amount of Rs.25,00,000/- (Rupees Twenty Five Lacs only), Rs.7,00,000/- (Rupees Seven lacs only) has already been paid by the first party to the second party in two instalments of Rs.5,00,000/- and Rs.2,00,000/- on 12.05.2017 and 16.05.2017 respectively. The first party has agreed to pay another instalment of Rs.3,00,000/- (Rs. Three Lacs only) to the second party on 23.05.2017.*

*b) The parties have further agreed that the balance amount of Rs.15,00,000/- (Rupees Fifteen Lacs only) shall be paid to the second party in instalments in the following manner:-*

- |             |                      |                        |
|-------------|----------------------|------------------------|
| <i>i)</i>   | <i>Rs.2,00,000/-</i> | <i>June, 2017</i>      |
| <i>ii)</i>  | <i>Rs.2,00,000/-</i> | <i>July, 2017</i>      |
| <i>iii)</i> | <i>Rs.2,00,000/-</i> | <i>August, 2017</i>    |
| <i>iv)</i>  | <i>Rs.2,00,000/-</i> | <i>September, 2017</i> |
| <i>v)</i>   | <i>Rs.2,00,000/-</i> | <i>October, 2017</i>   |
| <i>vi)</i>  | <i>Rs.2,00,000/-</i> | <i>November, 2017</i>  |
| <i>vii)</i> | <i>Rs.3,00,000/-</i> | <i>December, 2017</i>  |

*c) It is also agreed by the parties that if the first party faces any difficulty in arranging any instalment, then a grace period of 15 days shall given to them i.e. upto 15<sup>th</sup> of January, 2018 to clear all the instalments.*

*d) Till the time, all the money borrowed by the first party is returned to the second party in the abovesaid*

*manner, the above-mentioned FIR shall be kept pending and the second party shall make a statement for quashing the same only after all the payment is received by him.*

*e) It is further agreed by the parties that thereafter, they shall withdraw all the Civil Suits and all the complaints pending in various Courts as mentioned above and shall not institute any legal proceedings against each other in future and shall have no further claim against each other.*

*f) In case of default by the first party, then the Civil Suits and the complaints may be revived by the complainant and his associates.”*

Learned counsel for the petitioners as also learned counsel for the complainant agree that in Para 7 (c) of the settlement as reproduced above, there is a typographical error to the effect that in place of the word 'any' which precedes the word 'instalment', the word 'last' should be substituted.

In view of the above agreement, Para 7 (c) of the report of the Mediator would now read as under:-

*“c) It is also agreed by the parties that if the first party faces any difficulty in arranging last instalment, then a grace period of 15 days shall be given to them i.e. upto 15<sup>th</sup> of January, 2018 to clear all the instalments.”*

Learned State counsel on instructions from ASI Nasib Singh, admits that since the matter has been settled between the petitioners and the complainant, no custodial interrogation of the petitioners is needed.

In the light of the settlement having been arrived at between the parties and the above submission made on behalf of the State, in my opinion, no custodial interrogation of the petitioners is warranted.

Resultantly, the present petition is allowed and the interim order dated 28.02.2017 granting ad-interim bail anticipatory 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 petitioners are found indulging in any other criminal activity/misusing the concession of bail granted to them, it would be open to the State to move an appropriate application before the Competent Court/this Court for cancellation of the granted bail to the petitioners through this order.

**May 18, 2017**  
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**(DEEPAK SIBAL)**  
**JUDGE**

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