

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CRM No. M-8050 of 2017 (O&M)

Date of Decision: 15.05.2017

Anesh Kumari & others

--Petitioners

Versus

State of Haryana

--Respondent

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Mr. D.K. Tuteja, Advocate for the petitioners.

Mr. C.S. Bakshi, Addl. A.G., Haryana.

Mr. Shekhar Verma, Advocate for
respondent no.3/UCO Bank.

TEJINDER SINGH DHINDSA.J

This order shall dispose of the present petition filed under Section 438 Cr.P.C praying for the grant of anticipatory bail to the petitioners in case F.I.R. No.129 dated 10.2.2017 under sections 420, 406, 120-B I.P.C, registered at Police Station, City Hisar.

On 9.3.2017, while issuing notice of motion, the following order was passed by this Court:-

“On the oral request made by counsel for the petitioners, UCO Bank, Branch Hisar through its Branch Manager is impleaded as party/respondent no.3.

Registry is directed to carry out the necessary changes in the Memo of Parties.

The present petition has been filed under Section 438 Cr.P.C for grant of anticipatory bail to the petitioners in case FIR No.129 dated 10.2.2017 registered under sections 420, 406, 120-B I.P.C at Police Station, City Hisar.

FIR has been registered on the complaint of UCO Bank, Branch Hisar. Allegations in a nutshell are that the petitioners in connivance with each other have secured a loan of Rs.18 lacs from the bank and by showing certain property

documents claiming to be owners, whereas such property had already been alienated in favour of a third party prior in point of time.

Counsel undertakes that the petitioners are ready and willing to discharge the entire loan liability within a short span of time. To show their bonafides counsel prays for 10 days time to furnish a demand draft of Rs.5 lacs in the name of the UCO Bank on the adjourned date.

Notice of motion, returnable for 22.3.2017.

Arrest of the petitioners is stayed till the next date of hearing.

It has been made clear that in case the demand draft for the requisite amount is not furnished on the adjourned date, the instant petition seeking concession of pre-arrest bail to the petitioners would stand dismissed.”

Thereafter, parties had been referred to the Mediation & Conciliation Centre of this Court to explore the possibility of a settlement in the light of order dated 22.3.2017 and in the following terms:-

“In pursuance to the order dated 9.3.2017, passed by this Court 8 demand drafts totaling into sum of Rs.5 lacs in the name of the complainant bank have been furnished to the counsel representing the bank.

Counsel for the parties are not averse to exploring the possibility of a settlement.

Accordingly, the matter is referred to the Mediation & Conciliation Centre of this Court. Parties to appear before the Mediation & Conciliation Centre on 5.4.2017.

List on 15.5.2017.

In the meanwhile, petitioners are directed to join investigation.

In the event of arrest, the petitioners shall be released on interim bail subject to the satisfaction of the Arresting Officer/Investigating Officer. The petitioners shall

join investigation as and when called upon to do so and they shall remain bound by the conditions envisaged under Section 438 (2) Cr.P.C.”

During the course of hearing today counsel for the parties have apprised the Court that a settlement/agreement dated 11.5.2017 has been thrashed out. A copy of the settlement/agreement is placed on record which apart from carrying signatures of the parties concerned, has been facilitated through the efforts of Dr. Deepak Jindal, Mediator.

Learned State counsel upon instructions from ASI Kulbir would apprise the Court that the petitioners have since joined investigation in pursuance to the order dated 22.3.2017.

In view of such circumstance, wherein parties have entered into a settlement and the petitioners having joined investigation, prayer made in the present petition is accepted. The order dated 22.3.2017, passed by this Court, is made absolute.

It is, however, clarified that in the eventuality of the petitioners deviating from any of the terms and conditions contained in the settlement/agreement dated 11.5.2017, it would be open for the complainant/UCO Bank to seek cancellation of the concession of pre-arrest bail.

Petition disposed of.

(TEJINDER SINGH DHINDSA)
JUDGE

15.05.2017
lucky

Whether speaking/reasoned: Yes
Whether Reportable: Yes