

CRM-M-11911-2018

Date of Decision:08.05.2018

Chandan Handa and another

.....Petitioners

Vs.

State of Punjab

....Respondent

CORAM : HON'BLE MR.JUSTICE AMOL RATTAN SINGH

Present: Mr.Kanwaljit Singh, Sr. Advocate with
Mr.Abhinav Aggarwal, Advocate
for the petitioners.

Mr. J.S.Walia, Senior Deputy Advocate General, Punjab assisted
by SI Rajwant Singh.

Mr.R.S.Ghuman, Advocate,
for the complainant.

AMOL RATTAN SINGH, J. (Oral)

Pursuant to what was stated by Mr.Kanwaljit Singh, learned senior counsel appearing for the petitioners, as also Mr.Ghuman, learned counsel for the complainant, before this Court on 30.04.2018, as recorded in that order, the petitioners (accused) and respondent no.2 (the complainant in the FIR), have reached a settlement which has been reduced into writing on 07.05.2018, a copy of which has been supplied to this Court by learned counsel for the complainant, which is taken on record as Annexure C-1, to be annexed with the petition by the Registry.

Mr.Ghuman, submits that in terms of the compromise, Rs.33 lakhs has been already transferred by the petitioners to the account of the complainant, duly received by him, with the remaining amount of Rs.90

lakhs to be paid in monthly installment of Rs.5 lakhs each, for which 18 post-dated cheques have also been handed over by the petitioners to the complainant, the first of which is dated 10.06.2018.

Both learned counsel for the parties are *ad idem* that as per the said settlement, the complainant would now withdraw all complaints filed by him under Section 138 of the Negotiable Instruments Act, 1881, but the FIR in question which is sought to be quashed, i.e. FIR no.0031 registered at Police Station Division-2, District Ludhiana, on 13.02.2018, that would not be sought to be quashed till the entire payment as per the compromise has been received by the complainant-respondent no.2, the last date of such payment being 18 months after the date of the first cheque.

Even as regards the criminal complaints instituted under Section 138 of the Act, as per paragraph 3 of the agreement, two successive defaults in payment of the post dated cheques would entitle the complainant to revive the said complaints, as also to pursue the FIR in question.

That being so, this petition is disposed of, with both the parties held to the terms of the settlement as noticed hereinabove and more fully detailed in the compromise deed, taken on record as Annexure C-1.

This order granting interim anticipatory bail to the petitioners is made absolute, with liberty to the complainant to file for cancellation in case of two successive defaults in the monthly payments to be made by him.

May 08, 2018

dharamvir

**(AMOL RATTAN SINGH)
JUDGE**

Whether speaking/reasoned : YES/NO
Whether Reportable : YES/NO