

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

**Criminal Misc. No.12358 of 2018 (O&M)
Date of Decision: May 14, 2018**

Joginder Singh Sidhu

.....PETITIONER(s).

VERSUS

State of Punjab and another

....RESPONDENT(s).

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Gurcharan Dass, Advocate
for the petitioner (s).

Ms. Monika Jalota, D.A.G. Punjab.

Mr. Saleem Ahmed, Advocate
for respondent No.2.

SURINDER GUPTA, J.

This is application for cancellation of bail granted to respondent No.2 in case FIR No.20 dated 03.12.2015 registered for the offences punishable under Sections 420 read with Section 120-B of Indian Penal Code, at Police Station N.R.I., SAS Nagar (Mohali) vide order dated 03.02.2017 passed in CRM-M-2654-2016.

Learned counsel for respondent No.2 submits that respondent No.2 due to certain reasons could not honour the compromise dated 03.02.2017 with the petitioner, on the basis of which bail was allowed to him. He is, however, ready to honour the compromise and may be allowed 3 months more time for this.

Learned counsel for the petitioner has opposed the submission of learned counsel for respondent No.2 on the ground that petitioner despite granting so many adjournments after filing of this application, has not

complied with the terms of the compromise. Two other similar cases are also pending against him. By making such statement, he has gained time of more than 12 months after filing the application. Two of the cheques, which were tendered by him during the pendency of application towards part payment as per compromise, were dishonoured and this shows the conduct of respondent No.2.

Under the compromise between the parties, respondent No.2 was allowed bail vide order dated 03.02.2017. As per terms of compromise, respondent No.2 had to make payment to the petitioner as per following schedule:-

“10. That now the parties have agreed to resolve their dispute on the following terms and conditions:-

i. That after adjusting the amount of Rs.80 lacs repaid by the first party to the second party, the First party shall pay a lump sum amount of Rs.1.05 Crore to the second party towards full and final settlement of all their claims against Davinder Pal Singh, M/s J.P.G. Land Developers Pvt. Ltd., M/s City Scape Multi Developers Pvt. Ltd. and M/s JPG Woods Pvt. Ltd. for all intents and purposes. This lump sum amount of Rs.1.05 Crore will be paid by the first party to the second party in three installments of Rs.30 lacs, 30 lacs and 45 lacs to be paid on or before 03.02.2017, 25.03.2017 and 25.05.2017 respectively.

ii. That the first party will pay first installment of Rs.30 Lacs to the second party at the time of signing this compromise deed on 03.02.2017. The compromise deed shall be placed before the Hon'ble Punjab and Haryana High Court in CRM-M 2654/2016. Thereafter counsel for both the parties would make the joint request before the Hon'ble Punjab and Haryana High

Court to allow the said petition for anticipatory bail.

iii. That thereafter another installment of Rs.30 lacs will paid by the first party to the second party on 25.03.2017 and on payment of second installment, the first party will be at liberty to file an application for compounding of offence before trial court or quashing of the FIR before High Court.

iv. That second party undertakes that after receiving all the installments of the settled amount, they would withdraw all the cases/civil suits/complaints (criminal, civil, executive) filed by them against the first party pending before the courts or any other authority till date.”

Learned counsel for the petitioner submits that out of ₹30 lakhs payable at the time of signing of compromise, ₹10 lakhs were paid in cash and cheque of ₹20 lakhs was given, which when presented to the bank was dishonoured. Thereafter, the petitioner under order of this Court, has made a payment of ₹35 lakhs. Total payment of ₹1,05,00,000/- was to be made on or before 25.05.2017. He further submits that purpose of respondent No.2 is only to gain time and not to adhere to the compromise.

Keeping in view the fact that anticipatory bail was allowed to respondent No.2 under a settlement, which has not been honoured by him, I find no reason to continue to bail allowed to him, as such, this application is allowed. Bail allowed to respondent No.2 vide order dated 03.02.2017 passed in CRM-M-2654 of 2016 stands cancelled.

May 14, 2018
Sachin M.

(SURINDER GUPTA)
JUDGE

Whether speaking/reasoned:

Yes/No

Whether Reportable:

Yes/No