

S.No.204

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-17265 of 2017 (O&M)

Date of Decision:18.09.2018

Satish Kumar

.....Petitioner

Vs.

State of Haryana

.....Respondent

CORAM:- HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

Present:- Mr. Jasjit Singh Bedi, Senior Advocate with
Mr. Sonpreet Singh Brar, Advocate for the
petitioner.
Mr. Vikas Malik, DAG, Haryana.

Mr. V.B. Aggarwal, Advocate
for the complainant.

Rajbir Sehrawat, J.(Oral)

CRM No.695 of 2018

This is an application for impleading the applicant as
respondent No.3 in the petition.

Notice in the application was issued on 01.02.2018.

Counsel for the non-applicant- petitioner and counsel for the
complainant submits that they have no objection to allowing the application.

For the reasons mentioned in the application, the same is
allowed. Applicant- Roshan Lal son of Rattan Singh is ordered to be
impleaded as respondent No.3 in the petition.

Amended memo of parties is taken on record.

CRM No.8199 of 2018

This is an application for impleading the applicants as
respondents No.4 to 8 in the petition.

Notice in the application.

Mr. Vikas Malik, DAG, Haryana, accepts notice on behalf of the State. Mr. Sonpreet Singh Brar, Advocate accepts notice on behalf of the non-applicant- petitioner.

For the reasons mentioned in the application, the same is allowed. Applicants, whose names have been mentioned in para No.2 of the application are ordered to be impleaded as respondents No.4 to 8 in the petition.

Amended memo of parties is taken on record.

CRM-M-17265 of 2017

The present petition has been filed by the petitioner under Section 438 Cr.P.C for grant of anticipatory bail in case FIR No.118 dated 23.06.2016 registered under Sections 420 and 506 IPC at Police Station Radaur, District Yamunanagar.

Counsel for the petitioner submits that pursuant to the interim order dated 16.05.2017, an amount of Rs.10 lakhs was deposited with the Registrar of the High Court in the form of a demand draft. The demand draft is still lying with the High Court. It is further pointed out that for payment of the remaining amount, a compromise had been arrived at between the parties. As per that compromise, the amount of Rs.27 lakhs was to be deposited with one Parveen Kumar. The petitioner has already handed over a cheque of the requisite amount to the above said Parveen Kumar. Therefore, the petitioner has complied with all the orders passed by this Court; which were passed for granting concession of interim anticipatory bail to the petitioner.

Vide previous order dated 01.08.2018, the Investigating Officer

was directed to verify the fact whether the above said Parveen Kumar of the firm, M/s Sushil Kumar and Rajiv Kumar had obtained the money as security for compromise from the petitioner or not.

Learned State Counsel, being instructed by SI Surender Kumar, submits that the petitioner has joined the investigation. The State Counsel submits that pursuant to the query raised by this Court on the previous date, the matter has been verified and it has been found that the petitioner has handed over the cheque of requisite amount to the above said Parveen Kumar and the said Parveen Kumar has already stated that had the complainant come to get the money, by getting the complaint quashed as per the compromise, the money would have been paid to him.

Counsel for the complainant, on the other hand, submits that although there was a compromise arrived at between the parties, duly signed by the complainant, however, it was only for the purpose of anticipatory bail and not for withdrawing the FIR or compromising the main case itself. It is further contended that the petitioner has not deposited the amount as per the order dated 30.04.2018.

Having heard the counsel for the parties, this Court finds that the petitioner has discharged his undertaking given to the Court in a sufficient and tangible manner. He has also joined the investigation as is informed by the State Counsel. Therefore, the interim order dated 16.05.2017, qua granting interim protection to the petitioner is made absolute.

So far money deposited by the petitioner; pursuant to the orders passed by this Court is concerned, since the complainant has admittedly,

not stood by the compromise under which the petitioner had deposited this amount, therefore, it would not be appropriate for this Court to keep the amount bound down and the same lying deposited with the High Court. Therefore, it is ordered that the demand draft of Rs.10 lakh which was deposited by the petitioner in the Court be returned to him.

September 18, 2018
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(RAJBIR SEHRAWAT)
JUDGE

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No