

IN THE HIGH COURT OF PUNJAB AND HARAYANA AT CHANDIGARH

101+201

Date of decision: 22.02.2018

**CRM-6686-2018 &
CRM-6687-2018 &
CRM-M-39173-2017**

RAMESH KUMARI AND ANOTHER

...PETITIONERS

VS.

STATE OF PUNJAB

...RESPONDENT

CRM-M-39141-2017

SAROJ CHOPRA

...PETITIONER

VS.

STATE OF PUNJAB

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

Present: Mr. H.S.Jalal, Advocate,
for the applicant-petitioner(s).

Mr. Kuldeep Singh, Sr. Deputy Advocate General, Punjab,
for the State.

Mr. S.S.Sidhu, Advocate,
for the complainant.

AUGUSTINE GEORGE MASIH, J.

CRM-6686-2018

Prayer in this application is for impleading Reshampal Singh son of Ajmer Singh Brar being the complainant in FIR No. 46 dated 13.03.2012 under Sections 382, 120-B IPC, Police Station Kotwali Bathinda, District Bathinda.

In the light of the fact that the applicant is a complainant, the present application is allowed. The applicant-Reshampal Singh son of

Ajmer Singh is impleaded as respondent No. 2. The amended Memo of Parties appended along with the application is taken on record.

CRM-6687-2018

C.M. is allowed subject to just exceptions. Short reply and Annexures R-1 to R-6 are taken on record.

CRM-M-39173 and 39141 of 2017

These petitions have been filed for grant of anticipatory bail to the petitioners in FIR No. 46 dated 13.03.2012 under Sections 382, 120-B IPC, Police Station Kotwali Bathinda, District Bathinda.

It is the contention of the learned counsel for the petitioners that after the registration of the FIR, Panchayati compromise (Annexure P-5) has been entered into between the parties and on the basis of the said compromise in CRR No. 21 of 05.05.2011, which was pending before the learned Sessions Judge, Bathinda, stood decided on 05.04.2012 (Annexure P-2). Referring to the said compromise, counsel contends that all civil and criminal cases filed by the parties against each other, which included the present FIR, were to be withdrawn where the challan has been presented and the parties were bound to furnish affidavits before the police for withdrawal and the cancellation of cases and if required, to furnish such type of affidavits before the Court as well. Counsel contends that the Criminal Revision petition was disposed of in the light of the said compromise by the Lok Adalat, where the statements of the parties were also recorded. He further refers to Clause 6 of the Agreement to contend that Rs. 3 lacs were paid by way of cheque No. 744261 dated 04.04.2012, which related to the lease payment covering the dues up to date. He, thus, contends that in the light of the said compromise, no recovery has to be

effected from the petitioner. His further submission is that in compliance with the order passed by this Court on 13.10.2017, the petitioners have joined investigation and co-operated with the same.

Counsel for the State, on instructions from the official present in Court assisting him, accepts this fact that the petitioners have joined investigation and states that they are not required further for investigation at this stage.

Counsel for the complainant, on the other hand, submits that the petitioners have not complied with the terms and conditions of the compromise. He, with reference to the receipts attached with the reply filed, states that the amount due as lease money qua the property in question has not been paid and, therefore, these applications may not be allowed.

Counsel for the petitioners contradicts these assertions of the counsel for the complainant and submits that all the receipts, which have been placed on record, are of the period prior to the date of compromise, which has been entered into between the parties. He further submits that the present FIR and its condition of withdrawal is also a part of the compromise (Annexure P-5). He, thus, contends that the assertions of the counsel for the complainant cannot be accepted.

Having considered the submissions made by the learned counsel for the parties and on going through the records of the case, the contentions of the counsel for the petitioners appear to be correct as the factum of compromise entered into between the parties stands admitted by the counsel for the complainant as also the fact that the receipts, which have been produced on record by the complainant on record, are prior to the date of compromise, which, in the light of para-6 of the compromise, cannot be

accepted where on receipts, a specific cheque number has been given relating to the payment of lease till the date of compromise i.e. 05.04.2012.

Keeping in view the fact that the petitioners have joined investigation in pursuance to the order passed by this Court and they are not required for investigation any further as per the instructions received by the counsel for the State, these petitions are allowed. Order dated 13.10.2017 passed by this Court is hereby confirmed.

February 22, 2018

pj

**(AUGUSTINE GEORGE MASIH)
JUDGE**

Whether speaking/reasoned:	Yes/No
Whether Reportable :	Yes/No