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

**CRM No.347 of 2018 in/and
CRM-M No.4482 of 2015
Date of Decision: 30.04.2018**

SACHIN AND ORS

.....Petitioners

Vs

UT OF CHANDIGARH AND ORS

.....Respondents

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Ms. Raman Rekhi, Advocate for
Ms. Naiya Gill, Advocate
for the applicant/respondent No.8.

Mr. G.S. Goraya Advocate
for the non-applicant/petitioners.

Ms. Ashima Mor, Addl. P.P. for U.T., Chandigarh.

RAJ MOHAN SINGH, J. (Oral)

[1]. Vide order dated 21.02.2015, interim bail was granted to the petitioners on the ground that parties have resolved the dispute by way of compromise. Thereafter matter was referred to the Mediation and Conciliation Centre of this Court and ultimately the case was taken up by the Co-ordinate Bench of this Court on 27.07.2015 and following was passed:-

“Learned counsel for respondent No.8 and respondents No.2 to 7 have stated that in consequence of

the compromise, the petitioner has issued the post dated cheques to them.

Respondent No.7 Jasvinder Singh has stated that he has presented the cheque issued by the petitioner for encashment but the same has been returned with the remarks that the account has already been closed. Copy of the bank report is placed on record.

Learned counsel for the petitioners seeks one date to honour the terms of the compromise by the petitioners.

Adjourned to 10.09.2015.

Last opportunity is granted.”

[2]. On 24.09.2015, this case was ordered to be heard on 16.11.2015 along with CRM-M No.9158 of 2015 and in the said petition following order was passed by the Co-ordinate Bench of this Court on 16.11.2015:-

“In this case it is stated that as per the compromise between the parties the petitioners have given various cheques to the various complainants and they are spread over a period of three years. Learned counsel for the parties are agreed that this petition be adjourned sine die with liberty to the parties to either move for dismissal or for quashing as the case may be. It has also been agreed that during the period that this petition is pending in this Court, the presentation of challan shall remain stayed.

Ordered accordingly.”

Accordingly on 16.11.2015, the present petition was also ordered to be heard along with CRM-M No.9158 of 2015.

[3]. Thereafter respondent No.8 filed application i.e. CRM

No.347 of 2018 for vacation of interim order on the ground that the cheque issued to respondent No.8 were found to be issued from the closed account and the same were dishonoured. Notice of this application was issued to the learned counsel for the non-applicants/petitioners on 20.03.2018. No application has been filed in CRM-M No.9158 of 2015, therefore, this petition is segregated from CRM-M No.9158 of 2015.

[4]. On 20.03.2018, none appeared on behalf of the non-applicants/petitioners. Fresh notice was ordered to be issued to the non-applicants/petitioners as well as their counsel on filing of process fee for 26.04.2018.

[5]. During proceedings on 26.04.2018, the case was adjourned for today, as learned counsel for the petitioners was not having brief as the same was allegedly taken by the petitioners. As per office report the petitioners were not served as they were not found residing at the given address.

[6]. Today learned counsel for the petitioners has argued that the case be decided on merits.

[7]. Having considered the facts on record, I am of the view that concession of interim bail was granted to the petitioners on the assurance that the parties have amicably resolved their differences. The said assurance was found to be non-existent. In view of giving four cheques from the closed account, the

intention of the petitioners was not to honour the compromise, rather to cheat the complainant by playing fraud and by making wrong statement before the Court. Fraud vitiates all solemn acts.

[8]. In view of facts and circumstances of the case, I am of the view that the petitioners have not come to the Court with clean hands. They have tried to mislead the Court and also availed interim protection, without there being any real intention to compromise the issue. The process of the Court has been misused for a considerable time for which petitioners are liable to pay cost of Rs.1 lakh each.

[9]. In view of above, this application is allowed. The order dated 21.02.2015 granting interim bail to the petitioners hereby vacated. Owing to the conduct of the petitioners, they do not deserve any indulgence in the context of anticipatory bail. Main case is dismissed accordingly.

[10]. The Chief Judicial Magistrate, Chandigarh is directed to recover the the cost of Rs.1 lakh each from the petitioners in accordance with law.

April 30, 2018

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**(RAJ MOHAN SINGH)
JUDGE**

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No