

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

211

CRM-M-6116-2019

Date of Decision:23.05.2019

Sarabjit Singh

.....Petitioner

Versus

State of Punjab and another

.....Respondents

CORAM: HON'BLE MR.JUSTICE HARI PAL VERMA.

**Present: Mr. J.S. Mehndiratta, Advocate,
for the petitioner.**

Mr. Jagmohan Ghumman, D.A.G., Punjab.

**Mr. Gurdeepinder Singh Dhillon, Advocate,
for respondent No.2.**

HARI PAL VERMA, J.(Oral)

Prayer in the present petition filed under Section 438 of the Code of Criminal Procedure, 1973 is for grant of anticipatory bail to the petitioner in FIR No.46 dated 08.09.2011 under Sections 406, 498-A IPC, registered at Police Station Naya Gaon, District SAS Nagar, Mohali.

Vide order dated 11.02.2019, arrest of the petitioner was stayed. Thereafter, vide order dated 20.03.2019, the matter was referred to the Mediation and Conciliation Centre of this Court and the parties were directed to appear before the Mediator on 02.04.2019.

Learned counsel for the petitioner states that pursuant to the aforesaid order, parties have appeared before the Mediator and mediation is successful and the settlement/agreement dated 17.05.2019 has been entered

into between the parties, which has been signed by them. He further states that in terms of the settlement/agreement dated 17.05.2019, petitioner is required to pay a sum of Rs.30,00,000/- to respondent No.2. Relevant para 7 of the settlement/agreement is reproduced as under:-

“a) The parties have concluded that Sarabjit Singh and Sarita will not be able to live as husband and wife and have decided to part ways by getting divorce from each other on the basis of mutual consent. It has been agreed between the parties that they will file petition under Section 13-B of Hindu Marriage Act in the District Court, Chandigarh on 24.05.2019.

b) It has been agreed between the parties that Sarabjit Singh-first party/husband shall pay an amount of Rs.30,00,000/- (Rupees Thirty Lacs Only) as permanent alimony to the second party-Sarita in three installments towards full and final settlement. It has further been agreed between the parties that second party will not claim any maintenance or any other expenses from the first party in future. The first installment of Rs.10,00,000/- (Rupees Ten Lacs Only) shall be paid in the form of demand draft in favour of second party-Sarita in the shape of demand draft on 23.05.2019 before the Hon'ble High Court. The second installment of Rs.10,00,000/- (Rupees Ten Lacs Only) shall be paid by the first party/husband in the form of demand draft in the favour of second party-Sarita in the at the time of recording of second motion hearing in the petition under Section 13-B of HMA before the District Court, Chandigarh. The third and final installment of Rs.10,00,000/- (Rupees Ten Lacs Only) will be paid by the first party/husband to the second party/wife at the time of recording of statement for quashing of the above-mentioned FIR.

Further more whatsoever jewellery bills are attached with the Domestic Violence Petition that jewellery will be returned by the first party/husband to the second party/wife, if the jewellery will be found less than as mentioned in the bills

attached with the Domestic Violence Petition then deficiency of jewellery in the form of gold biscuit will be purchased from the market/bank and will be given to the second party/wife. The said jewellery will be handed over by the first party/husband to the second party/wife at the time of second motion hearing in the District Court, Chandigarh.

It has been further agreed between the parties that the second party/complainant will not have any objection in recording of statement before the Hon'ble Court for quashing of the above-said FIR.

c) It has been agreed between the parties that the second party/wife will withdraw the Domestic Violence Petition pending before the District Court, Chandigarh on 28.05.2019.

d) It has been agreed between the parties that after quashing of the above-mentioned FIR, the first party will move an application for release of the passport from the Indian Immigration Control, New Delhi and the second party/wife will have no objection for release of passport to the first party. If any statement of the second party is required for the release of the passport then the second party will cooperate with the first party.”

Learned counsel for the petitioner states that in terms of compromise so arrived and as indicated above, the petitioner has handed over a draft bearing No.501651 dated 21.05.2019 for a sum of Rs.10,00,000/- and the remaining amount would be paid as detailed in para 7(b) of the settlement.

Learned counsel for the complainat-respondent No.2 has accepted the draft of Rs.10,00,000/-, on instructions from his client who is present in the Court. He does not dispute the very factum of compromise so entered between the parties.

Learned State Counsel submits that he has no objection as the

matter has been resolved between the parties.

The parties shall adhere to the terms & conditions of the settlement/agreement dated 17.05.2019 in letter and spirit.

In view of the above, the present petition is disposed of with a direction that in case, the police finds that the petitioner is required in the present FIR in any manner, a clear 10 days' notice would be given to him and he shall not be arrested without issuance of advance notice.

May 23, 2019
seema

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No