

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

**CRM No. M-29962 of 2018 (O&M)
Date of Decision: February 26, 2019**

Manvender Singh

.....PETITIONER

VERSUS

State of Punjab and another

.....RESPONDENTS

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. H.S.Saini, Advocate
for the petitioner.

Ms. Ambika Bedi, A.A.G., Punjab.

SURINDER GUPTA, J.(Oral)

None has appeared on behalf of respondent No. 2 despite service.

Heard.

Learned counsel for the petitioner submits that respondent No. 2 was allowed pre-arrest bail on the basis of compromise (Annexure P-1). As per terms of the compromise, he had to make the payment as per clause 4 of the compromise but till date has not paid even a single penny. It was specifically provided in the order dated 09.08.2017 granting bail to the petitioner that in the event of violation of any terms of compromise, the complainant will be at liberty to move application seeking cancellation of bail.

Respondent No. 2 was allowed pre-arrest bail on the basis of

compromise placed on file by respondent No. 2. The order allowing him bail reads as follows:

Learned counsel for the petitioner has placed on file copy of compromise between petitioner and complainant under which the terms of remaining payment have been settled.

Learned counsel appearing for complainant on instructions from complainant, who is also present in Court submits that the compromise has been duly effected and complainant has accepted the same.

In view of submissions of learned counsel for the petitioner which are endorsed by learned counsel for the complainant, this petition is allowed and the order dated 12.06.2017 is made absolute till the presentation of challan, subject to the following terms:-

- (i) that the petitioner shall make himself available for interrogation by the police as and when required;*
- (ii) that the petitioner shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the accusation against him so as to dissuade him from disclosing such facts to the Court or to any police officer;*
- (iii) that the petitioner shall not leave India without the prior permission of the Court.*
- (iv) that the petitioner will seek regular bail on the presentation of challan in Court.*

It is however, made clear that in the event of violation of any terms of the compromise by the petitioner, the complainant will be at liberty to move application seeking cancellation of his bail .

As per terms of compromise, respondent No. 2 had agreed to pay the amount of ₹6,84,000/- as follows:-

That the first party has agreed to return the said amount in the

following installments:-

- (i) *Rs. 1 lacs on or before 09.09.2017*
- (ii) *Rs. 2 lacs on or before 09.11.2017.*
- (iii) *Rs. 2 lacs on or before 09.01.2018.*
- (iv) *Rs. 1 lac plus Rs. 84,000(interest) on or before 09.03.2018.*

Learned counsel for the applicant-petitioner submits that respondent No. 2 after grant of bail vide order dated 09.08.2017 had not paid even a single penny as per the terms of compromise.

Respondent No. 2 has not put in appearance to rebut the submissions of learned counsel for the petitioner. As per terms of the order dated 09.08.2017 and due to non-compliance of terms of the compromise, this petition is allowed and the bail allowed to respondent No. 2 vide order dated 09.08.2017 is cancelled.

Copy of this order be conveyed to concerned Chief Judicial Magistrate for information.

February 26, 2019
Jyoti-II

(SURINDER GUPTA)
JUDGE

Whether speaking/reasoned: ***Yes/No***

Whether Reportable: ***Yes/No***