

IN THE HIGH COURT OF PUNJAB AND HARYANA

AT CHANDIGARH

Criminal Misc. No.M-43596 of 2018

Date of Decision: 28.02.2019

Krishna Gulati

...Petitioner(s)

Versus

U.T. Chandigarh

...Respondent(s)

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

Present:- Mr. P.S. Ahluwalia, Advocate
for the petitioner.

Mr. Gautam Kaile, Advocate for
Mr. Rajiv Sharma, APP, UT, Chandigarh.

Mr. Puneet Bali, Sr. Advocate with
Mr. Mukesh Mehra, Advocate
for the complainant.

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, who is mother-in-law of the complainant-Ridhima, in case FIR No.66 dated 13.08.2018 under Sections 406 and 498-A IPC registered at Police Station, Women Police Station, Chandigarh.

This Court vide order dated 04.10.2018 had granted interim bail to the petitioner subject to her joining the investigation. However, during the pendency of the present petition, the parties have shown their inclination to settle their dispute and accordingly, vide order dated

30.01.2019, the parties were directed to meet in the office of Mr. Puneet Bali, Senior Advocate for the respondent-complainant, so as to explore the possibility of some amicable settlement between the parties.

Pursuant thereto, it has been informed that the parties have entered into a compromise and a settlement agreement dated 27.02.2019 has been reduced into writing, which is duly signed by the parties i.e. the petitioner and Dr. Virender Sarwal, who is holding the power of attorney of the complainant. Dr. Sarwal is father of the complainant. A photocopy of the settlement agreement dated 27.02.2019, as signed by the respective parties, is taken on record and is marked as Mark 'A'.

In para 4 of the settlement, the schedule of total payment of Rs.65,00,000/-, payable by the first party to the second party, is incorporated, which reads as under:-

“4.1. That the LUMP-SUM TOTAL PAYMENT of INR 65,00,000 (Rupees Sixty-Five Lakhs Only) shall be made by the FIRST PARTY to the SECOND PARTY, in the following instalments and as per the following schedule:

4.1.1 A sum of INR 20,00,000 (Rupees Twenty Lakhs Only) has been paid to the SECOND PARTY, in the presence of the Witnesses named below, at the very time of signing and execution of this present SETTLEMENT AGREEMENT, vide Demand Draft No.500388 dated 26.02.2019 drawn on ICICI Bank in favour of 'Ridhima Sarwal' Valuing INR 20,00,000 (Rupees Twenty Lakhs only).

4.1.2 A sum of INR 5,00,000 (Rupees Five Lakhs Only) shall be paid on the very day when the Petition for Maintenance by RS is withdrawn.

4.1.3. A sum of INR 5,00,000 (Rupees Five Lakhs Only) shall be paid on the very day when the DV Act Complaint by RS is withdrawn.

It is hereby clarified that the Petition for Maintenance by RS as well as the DV Act Complaint by RS may be withdrawn on one and the same day; and, if the same is done by the SECOND PARTY – then, the combined payment of INR 10,00,000 (Rupees Ten Lakhs only) shall be made on such one and the same day.

4.1.4. A sum of INR 5,00,000 (Rupees Five Lakhs Only) shall be paid on the very day when the SECOND PARTY provides adequate proof of the requisite communication(s) having been duly made to the concerned Passport Authority(s) in India as well as the concerned Immigration Authority(s) in the United States of America in respect of withdrawing the Passport Proceedings, as contemplated above.

4.1.5. A sum of INR 15,00,000 (Rupees Fifteen Lakhs Only) shall be deposited by the FIRST PARTY with the concerned Learned Registrar of the Hon'ble High Court, at the time of filing the appropriate Quashing Petition to get the FIR quashed. It is hereby agreed that the said amount of INR 15,00,000 (Rupees Fifteen Lakhs Only) shall be released to the SECOND PARTY on the very day when the FIR is finally quashed by the Hon'ble High Court. The said deposit shall also be made by way of a Demand Draft in favour of RS. However, should the said Demand Draft 'expire' by the time of its release – its FIRST PARTY shall get it appropriately exchanged or

‘revived’ by its Bank, after its release from the Court.

4.1.6. A sum of INR 15,00,000 (Rupees Fifteen Lakhs Only) shall be deposited by the FIRST PARTY with the concerned Court, at the time of filing of the Petition seeking ‘Mutual Divorce’. It is hereby agreed that the said amount of INR 15,00,000 (Rupees Fifteen Lakhs Only) shall be released to the SECOND PARTY on the very day when the Mutual Divorce Petition is finally allowed and the Divorce between RS and AG is finally confirmed by the concerned Court. The said deposit shall also be made by way of a Demand Draft in favour of RS. However, should the said Demand Draft ‘expire’ by the time of its release – the FIRST PARTY shall get it appropriately exchanged or ‘revived’ by its Bank, after its release from the Court.”

It has also been brought to the notice of this Court that a bank draft for sum of Rs.20,00,000/- has already been paid to the father of the complainant Dr. Virender Sarwal on 27.02.2019 vide Demand Draft No.500388 dated 26.02.2019 in favour of Ridhima Sarwal, who is holding the power of attorney of the complainant- Ridhima and this fact has not been disputed by learned senior counsel appearing on his behalf.

Accordingly, the present petition is allowed and the order dated 04.10.2018, whereby the petitioner has been admitted on interim bail, is made absolute, however, that will be subject to payment of costs of Rs.25,000/-, to be deposited with the Poor Patients Welfare Fund of the

Post Graduate Institute of Medical education and Research (PGIMER),
Chandigarh within 15 days from today.

However, it is made clear that the parties shall adhere to the terms and conditions of the settlement agreement dated 27.02.2019 in letter and spirit and either of the parties, who violates the terms of the settlement agreement, shall be liable to contempt proceedings.

In case the petitioner violates the terms and conditions of the settlement, the complainant would also be at liberty to seek cancellation of anticipatory bail / revival of this petition. It is further directed that as the matter has been compromised between the parties in terms of Settlement Agreement, the complainant shall not pursue the FIR in question in any manner.

February 28, 2019
AK

(HARI PAL VERMA)
JUDGE

Whether speaking / reasoned?

Yes / No

Whether reportable?

Yes / No