

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

Decided on: 16.01.2020

1. CRM-M No.49117 of 2018 (O&M)

Shaweta Mittal

....Petitioner

Versus

State of Haryana

....Respondent

2. CRM-M No.49474 of 2018 (O&M)

Satender Singh @ Raju and another

....Petitioners

Versus

State of Haryana

....Respondent

3. CRM-M No.10806 of 2019 (O&M)

Shaweta Mittal and others

....Petitioners

Versus

State of Haryana and another

....Respondents

CORAM: HON'BLE MR JUSTICE ARVIND SINGH SANGWAN

Present : Ms. G.K. Mann, Advocate
for the petitioner.

Mr. Naveen Sheoran, DAG, Haryana.

Mr. C.M. Munjal, Advocate
for the complainant.

ARVIND SINGH SANGWAN, J.

Prayer in these petitions is for grant of anticipatory bail to
the petitioners namely Shaweta Mittal, Satender Singh @ Raju and

Amit Kumar in FIR No.737 dated 23.09.2018, for offence punishable under Sections 406/420 of the Indian Penal Code, 1860 (in short 'IPC') registered at Police Station Sarai Khawaja, District Faridabad on the basis of the compromise/settlement.

These petitions are pending since 2018 and there was interim stay of arrest of the petitioner(s).

During the pendency of these petitions, the Court has taken initiative to resolve the dispute between the parties which is primarily arising out a dispute in the partnership amongst the petitioners and the complainant.

On the joint request made by the parties, the matter was referred to the Mediation and Conciliation Centre of this Court for exploring the possibility of some settlement and thereafter, a settlement was arrived at between the parties.

However, on the adjourned date, again a request was made that there is a flaw in Clause (E) of the settlement dated 05.09.2019, arrived at before the Mediation and Conciliation Centre of this Court regarding the liability of the share of the petitioner(s) towards payment of GST and therefore, on the joint request, the case was again referred to the Mediation and Conciliation Centre of this Court.

The Mediator has again recorded the statement of the parties and a settlement/agreement dated 14.01.2019 is arrived at between the parties. The terms and conditions as per Clause (7) and (8) of this settlement, reads as under:-

“7. As informed by the parties, apart from the present CRM-M-49117 of 2018, CRM-M-49474 of 2018

and CRM-M-10806 of 2019 the following cases are pending between the parties:

(i) FIR No.737 dated 23.09.2018 under Section 406/420 of IPC 1860, registered at Police Station Sarai Khawaja, District Faridabad against the first party namely (Satender Singh @ Raju, Shewta Mittal and Amit Kumar) by the second party.

(ii) A complaint bearing no.516-5PA dated 28.10.2018 filed by the first party namely Shaweta Mittal at Sarai Khawaja, Police Station, Faridabad against second party namely Sanjay Dua and his family members.

8. The following settlement has been arrived at between the parties hereto:

a) It is mutually agreed between the parties that the first party (Satinder Singh and Shaweta Mittal) would pay an amount of Rs. 2,00,000/- (Rupees Two Lakhs) to the second party (Sanjay Sarup Dua) towards the liability/claim for the past, present and future before this Hon'ble Court at the time of final hearing of quashing of FIR. As per terms and condition of the agreement dated 05.02.2019, the first party has already paid an amount of Rs.18.75 lakhs (Rupees Eighteen Lakhs and Seventy Five Thousand Only) to creditors of the firm M/s Sanjay Kanchan and Associates (Namely Narender Singh, Satish Kumar and Zahid Hussain). After the payment of the said amount nothing shall be due against the 1st party. The second party shall have no claim or liability against the first party after the present settlement. There would be no dispute with regard to claim and liability between the both the parties.

b) Both the parties would settled down their accounts and GST claims and would sign the documents regarding the dissolution of the firm i.e. M/s Sanjay Kanchan and associates with regard to M/s Sanjay

Kanchan and associates on or before 02.03.2020 and the first party (Satinder Singh) would sign the documents regarding bank closure accounts of the Firm M/s SRK Interiors based at Noida, U.P. on or before 02.03.2020 in case the first party had not sign the documents regarding bank closure earlier.

c) The first party would file quashing of FIR No.737 dated 23.09.2018 under Section 406/420 of IPC 1860, registered at Police Station Sarai Khawaja, District Faridabad, before this Hon'ble Court on or before 15.3.2020. The parties will cooperate with each other in filing the petition. The parties will bear the expenses on their own. The first party would pay Rs.2,00,000/- (Two)

d) It is mutually agreed between the parties that the first party (Shaweta Mittal @ Shweta Mittal) would withdraw the aforesaid complaints i.e bearing no.516-5PA dated 28.10.2018 filed by the first party namely Shewta Mittal at (Sarai Khawaja, Police Station, Faridabad against second party namely Sanjay Dua and his family members at the time of recording of the statements of both the parties before the trial Court with regard to the quashing of the FIR before this Hon'ble Court.

e) In case either of the party pursues any complaint against each other in future and due to which any government liability arises against either of the party/ partnership firm namely M/s Sanjay Kanchan and associates & SRK Interiors, then the liability would be shared equally between both the parties(Sanjay Dua, Shewta Mittal and Satinder Singh). It is further agreed that the second party will not raise any objection if the FIR is quashed by the Hon'ble High Court against the first party. The second party will file an affidavit or can personally appear in the Court to make a statement that he has no objection if the FIR is quashed.”

In view of the settlement arrived at between the parties, the orders dated 02.11.2018 and dated 05.11.2018, granting interim bail to the petitioner(s) are made absolute subject to the conditions envisaged under Section 438(2) Cr.P.C.

It is made clear that the parties shall remain bound by the terms and conditions of the agreement/settlement and in case of default, it will be open for the complainant to apply for cancellation of their bail

Disposed of accordingly.

Nothing observed herein shall be construed as an expression of opinion on merits of the case.

16.01.2020
yakub

(ARVIND SINGH SANGWAN)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable:	Yes/No