

211.

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

CRM-M-30861-2019

Date of decision:15.01.2020

MUNISH SHARMA

... Petitioner

Versus

STATE OF PUNJAB & ANR.

.... Respondents

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. Madan Sandhu, Advocate,
for the petitioner.

Ms. Ruchika Sabherwal, AAG, Punjab,
for respondent No.1.

Mr. Rao Devinder Singh Nirban, Advocate,
for respondent No.2.

HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 438 Cr.P.C. is for grant of anticipatory bail to the petitioner in case FIR No.21 dated 03.07.2019 registered under Section 498-A of IPC at Police Station Women, District SAS Nagar Mohali.

Vide order dated 22.07.2019, while issuing notice of motion in the case for 11.09.2019, the matter was referred to the Mediation and Conciliation Center of this Court and in order to facilitate settlement, arrest of the petitioner was stayed. However, on 11.09.2019, petitioner sought another opportunity and it was made clear that in case the matter is not resolved between the parties before the Mediation Centre, the petitioner shall

submit an affidavit as regards the property owned by him as well as his father, and the income tax returns for the last five years. On 23.09.2019, the matter was settled between the parties. The terms of settlement enumerated in para 5 of the Settlement deed dated 23.09.2019 read as under:-

“As agreed between the parties, the amount of Rs.7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) shall be paid as under:-

(i) Rs.1,00,000/- (Rupees One Lakh Only) through demand draft in the name of Neha Kumari Chauhan at the time of first motion hearing in joint Petition under Section 13-B of Hindu Marriage Act.

(ii) Rs.1,00,000/- (Rupees One Lakh Only) through demand draft in the name of Neha Kumari Chauhan at the time of second and final hearing in joint petition under Section 13-B of HMA.

(iii) Rs.1,00,000/- (Rupees One Lakh Only) in the Hon'ble High Court at the time of appearing in quashing petition in above-mentioned FIR.

(iv) Rs.1,00,000/- (Rupees One Lakh Only) in the Hon'ble High Court while making final statement at the time of hearing of quashing petition of above-mentioned FIR.

(v) Balance amount of Rs.3,50,000/- (Rupees Three Lakhs and Fifty Thousand Only) shall be paid by Munish Sharma in the shape of Demand Draft payable in the name of Neha Kumari Chauhan on or before 23.09.2021.

vi) The parties have further agreed and accepted that the entire amount of Rs.7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) shall be deposited by Neha Kumari Chauhan in fixed deposit in some Nationalized Bank in the name of minor daughter Yadwiga Sharma. Neha Kumari Chauhan shall be guardian and nominee of minor Yadwiga Sharma in the said Fixed Deposit. Neha Kumari Chauhan shall not be entitled to

withdraw the original amount of Rs.7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) and Neha Kumari Chauhan shall be entitled to withdraw the interest from the deposit for paying school fee or for welfare of the child. Further, agreed between the parties, Neha Kumari Chauhan shall place photocopies of the FDR got issued as agreed above on the Court file.

(vii) The parties have further agreed and accepted that the above settled amount of Rs.7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) shall include the arrears, if any, awarded by the Court. No further amount towards arrears of maintenance etc. shall be claimed by Neha Kumari Chauhan or Yadviga Sharma.

(viii) Munish Sharma has informed that due to illness of his father, he could not get the Demand Draft prepared for Rs.20,000/- as ordered by the Hon'ble High Court vide order dated 11.09.2019 and shall handover the same on 30.09.2019 in the Court at Derabassi where maintenance application is pending.”

The petitioner had been seeking repeated adjournments on the one pretext or the others, which this Court finds is nothing but an attempt to harass the respondent. Even otherwise, the compromise so entered between the parties is totally non-practical. The terms of compromise if perused in its entirety, would reveal that as on date, the complainant will get only a meagre amount of Rs.1 lakh, whereas she is required to maintain herself and her minor daughter. As per the terms of settlement, the petitioner would be required to pay the total agreed amount by the end of September, 2021. The survival of respondent without finance and that too with her minor daughter would become difficult. Therefore, this Court cannot lose sight of the fact

that the petitioner is making another attempt to harass the respondent by putting such unreasonable condition in the compromise.

The terms of compromise being unrealistic and the allegations against the petitioner being serious, this Court does not find a fit case so as to admit the petitioner on anticipatory bail.

Dismissed.

(HARI PAL VERMA)
JUDGE

15.01.2020
sanjeev

Whether speaking/reasoned?	Yes/No
Whether reportable?	Yes/No