

201

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

**CRM-M No.37088 of 2019(O&M)
Date of Decision: 10.08.2020**

Krishan Kumar Sharma

.....Petitioner

Vs

State of Punjab

.....Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present:Mr. Suvir Sidhu, Advocate
for the petitioner.

Mr. Hittan Nehra, Addl., AG, Punjab.

Mr. Ramesh Sharma, Advocate
for the complainant.

RAJ MOHAN SINGH, J.(Oral)

The case has been taken up for hearing through video-conferencing.

On 04.09.2019, following order was passed:-

“Learned Senior Counsel appearing for the petitioner submits that the co-accused of the petitioner, i.e. Gaurav Sharma, having been admitted to interim bail yesterday upon him having filed CRM-M-36832-2019, this petition has been filed seeking the same concession for the petitioner, who is the prime accused in the FIR, the allegation against him being that, despite after having resiled from an agreement of sale and having entered into a compromise thereafter with the complainant, the terms of the compromise were not adhered to, with two cheques issued by the petitioner for a sum of Rs.13 lacs each, dated

15.07.2019, having been dishonoured.

Even before notice of motion has been issued, Mr. Gaurav Chopra, Advocate, has appeared for the complainant and submitted that it is not just a question of Rs.26 lacs as regards the cheques that have been dishonoured, but with the petitioner having agreed, as per the compromise deed, to pay Rs.52 lacs as were received by him from the complainant, by November 30, 2019, the entire amount needs to be paid by him.

Dr. Sidhu, learned Senior Counsel appearing for the petitioner, submits that the dishonoured cheques would be duly honoured if they are re-presented for encashment to the bank, even within one week from today.

He further submits that as regards the remaining amount of Rs.26 lacs that is to be paid vide the post dated cheque dated November 30, 2019, there is another agreement also entered into between the petitioner and the complainant, in which the date of execution of the sale deed (qua the land in question in that agreement), is also November 30, 2019.

Hence, he submits that either the remaining amount of Rs.26 lacs would be paid by that date or, the amount would be adjusted by mutual consent with the complainant against the other agreement.

In view of the above statement made, let notice of motion be issued to the respondent, returnable on 16.09.2019.

In the meanwhile, upon the petitioner joining investigation, in case he is sought to be arrested, he would be admitted to interim bail, on his furnishing adequate bail and surety bonds to the satisfaction of the arresting officer/Illaq Magistrate. He shall abide by the conditions stipulated in Section 438(2) Cr.P.C.

If the arresting officer does not join the petitioner in investigation, he would appear before the learned Illaq

Magistrate immediately, who would then summon the arresting officer and direct him to join him in investigation.”

The factum of receiving an amount of Rs.52 lacs by the complainant is not in dispute.

At this stage, without meaning anything on merits of the case, I deem it appropriate to confirm the order dated 04.09.2019. However, petitioner shall keep on appearing before the Investigating Officer as and when required to do so and shall abide by the conditions as envisaged under Sections 438 (2) Cr.P.C.

10.08.2020

Prince

**(RAJ MOHAN SINGH)
JUDGE**

Whether speaking/reasoned Yes/No

Whether reportable Yes/No