

In the High Court of Punjab and Haryana at Chandigarh

CRM-M No. 19854 of 2020

Date of Decision: 18.3.2021

Sushil Jindal

.....Petitioner

Versus

State of Haryana and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE HARNARESH SINGH GILL

Present: Mr. Akshay Jain, Advocate
for the petitioner.

Mr. Apoorv Garg, DAG, Haryana.

Mr. Ruhani Chadha, Advocate
for respondent No. 2.

HARNARESH SINGH GILL, J. (ORAL)

This is a petition under Section 438 Cr.P.C. for anticipatory bail in case FIR No. 0135 dated 10.5.2017, registered under Sections 406, 120-B and 420 IPC (added later on), Police Station Chandimandir, District Panchkula.

Learned counsel for the petitioner submits that the company of the petitioner i.e. M/s Pinta Builder Privte Limited was registered in the year 2012 whereas the payments in the accounts of the companies, owned by Narinder Singh Dehal were made through RTGS i.e. Rs. 9.00 lacs on 8.11.2011 and Rs. 8.00 lacs on 9.11.2011. He further submits that in this case, with the intervention of the respectables, the parties had settled their dispute on 17.3.2018 and in this regard a compromise dated 17.3.2018/26.4.2018 (Annexure P-2) was reduced into writing. He further

submits that the bail applications filed by co-accused Narinder Singh Dehal were dismissed and the first bail application of the petitioner was dismissed as withdrawn on 26.10.2018. Learned counsel further submits that thereafter co-accused Narinder Singh Dehal and his wife Harminder Kaur Dehal entered into a compromise with the complainant on 18.10.2019 without the knowledge of the petitioner and on the basis of the said compromise, co-accused Narinder Singh Dehal and Harminder Kaur Dehal filed CRM-M-46769-2019 for quashing of the FIR in question and ultimately vide order dated 20.12.2019, passed by this Court, the FIR and the subsequent proceedings qua Narinder Singh Dehal and Harminder Kaur Dehal, were quashed. Learned counsel further submits that after quashing of the FIR against other co-accused, the offence under Section 120-B IPC against the petitioner does not survive.

On the other hand, learned State counsel and the learned counsel for the complainant submit that the petitioner has one partnership firm with the co-accused and thus, was one of the partners and even in the compromise dated 17.3.2018/26.4.2018, the name of the petitioner is present. It is also submitted that the cheque dated 17.7.2018, amounting to Rs. 18.00 lacs, issued by the petitioner in the name of the complainant was dishonoured. Later, it was found by the investigating agency on 09.9.2020 that the account from which the cheque in question was issued, was closed on 17.8.2013. It is also brought to the notice of the Court that the petitioner had also executed an affidavit dated 17.3.2018 stating therein that a compromise has been effected and the petitioner, deponent therein, will remain bound by its terms and conditions.

I have heard the learned counsel for the parties.

In terms of the compromise dated 17.3.2018/26.4.2018, the petitioner had issued the cheque dated 17.7.2018 amounting to Rs. 18.00 lacs, which on presentation, was dishonoured. As per the investigating agency, the petitioner's account was opened on 07.7.2006 and closed on 17.8.2013 and even then the cheque in question was issued.

Furthermore, the anticipatory bail application of the petitioner was dismissed as withdrawn on 26.10.2018 and a specific direction was given by a Co-ordinate Bench of this Court to ASI Yogdhyan Singh to get the compromise implemented from the petitioner, otherwise to arrest him.

Keeping in view the above facts and circumstances, the present petition is dismissed.

Commissioner of Police, Panchkula would file an affidavit regarding the compliance of the order dated 26.10.2018, on or before the date fixed.

Adjourned to 28.4.2021 awaiting the affidavit aforesaid.

(HARNARESH SINGH GILL)
JUDGE

March 18, 2021
Gurpreet

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