

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Sr. No. 201

CRM-17416-2021 in/and
CRM-M-20851-2019
Date of decision : 22.12.2021

Harmandeep Singh

..... Petitioner

VERSUS

State of Haryana and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr.K.B.S.Mann, Advocate, for the petitioner.
 Mr.Rahul Mohan, DAG, Haryana.
 Mr.Abhinav Gupta, Advocate, for respondent No.2.

DEEPAK SIBAL, J. (ORAL)

Through the present petition filed under Section 438 Cr.P.C. the petitioner seeks anticipatory bail in FIR No.17 dated 24.01.2019 registered under Sections 406, 420, 467, 471 IPC at Police Station DLF Phase-1, Gurugram.

On 28.05.2019 after recording the statement made by learned counsel for the petitioner that he has brought demand draft for Rs.8 lakhs in the name of the complainant and that he shall pay another amount of Rs.8 lakhs on the next date of hearing, this Court had adjourned the matter and granted the petitioner ad interim anticipatory bail.

On 20.11.2019 the petitioner and the complainant had amicably resolved their dispute as per which the petitioner agreed to pay Rs.29 lakhs to the complainant as full and final settlement. Rs.16 lakhs were paid at the time of arriving at the settlement and the balance amount of Rs.13 lakhs was to be paid in two equal instalments of Rs.6.5 lakhs each on or before 07.01.2020 and 09.03.2020.

When, in terms of the above settlement the petitioner did not pay the balance amount of Rs.13 lakhs, an application was filed by the complainant/respondent No.2 seeking dismissal of the present petition.

On being put to notice of such application, learned counsel for the petitioner appeared before this Court on 23.11.2020 and stated that the petitioner shall pay the balance amount of Rs.13 lakhs within one month. This Court accepted

the above undertaking made on behalf of petitioner and posted the matter on 06.01.2021 by clearly observing in its order that in case the balance amount of Rs.13 lakhs is not paid within one month from 23.11.2020 adverse inference shall be drawn against the petitioner and the complainant's request for dismissal of the petitioner's anticipatory bail shall be considered.

By 06.01.2021 the balance amount of Rs.13 lakhs by the petitioner remained unpaid. It was pleaded on behalf of the petitioner that such default on behalf of the petitioner was unintentional and due to a financial crisis. Three months' time was prayed for to clear the payment. This Court took a lenient view in the matter and directed the petitioner to pay 50% of the dues to the complainant within one month from 06.01.2021 and posted the matter on 08.02.2021.

On 08.02.2021, 50% of the due amount i.e. Rs.6.5 lakhs was not paid. It was submitted that the petitioner could arrange only Rs.3 lakhs. It was still further submitted that the balance amount of Rs.10 lakhs shall be paid by the petitioner in three instalments i.e. first two of Rs.3.5 lakhs each and the remaining Rs.3 lakhs. The benevolence of the Court continued and such prayer made on behalf of the petitioner was also accepted though with a rider that the petitioner shall pay interest @ 6 % per annum on the unpaid amount.

As per above, Rs.3.5 lakhs were required to be paid on 09.04.2021 but the petitioner paid only Rs.2 lakhs. Accepting the assurance made on behalf of the petitioner that he shall live up to his undertaking this Court adjourned the matter.

Rs.8 lakhs (alongwith interest) were now due towards the petitioner.

On 06.09.2021 this Court had passed the following order: -

“Way back in the year 2019 the petitioner and the complainant had amicably resolved their dispute as per which the petitioner was to pay to the complainant an amount of Rs.29 lakhs. However, even after the passage of over one year and eight months Rs.8 lakhs are still due towards the petitioner.

Learned counsel for the petitioner submits that he will hand over to the complainant's counsel Rs.2 lakhs in the form of a demand draft favouring the complainant during the course of the day and the remaining Rs.6 lakhs would be paid by the petitioner to the complainant within four months in two equal installments.

Learned counsel for the complainant submits that the petitioner has been delaying the matter with regard to payment of the agreed amount to the complainant

only because of the leniency shown to him by this Court and that in other similar cases pending against the petitioner in Delhi he has been making regular payments to the complainant(s) therein.

After considering the totality of the circumstances, it is directed that the demand draft of Rs.2 lakhs be handed over by learned counsel for the petitioner to learned counsel for the complainant during the course of the day and the balance amount of Rs.6 lakhs be paid by the petitioner to the complainant within two months from today failing which the interim order granted in the petitioner's favour shall stand vacated.

Adjourned to 08.11.2021.”

It is clear from the afore quoted order that this Court had directed the petitioner to pay Rs.2 lakhs to learned counsel for the complainant during the course of the day and the remaining amount of Rs.6 lakhs within two months failing which the interim order granted in the petitioner's favour was to be vacated.

For about two months the petitioner did not pay Rs.6 lakhs to the complainant. Out of the balance amount of Rs.6 lakhs the petitioner paid only Rs.2 lakhs on 08.11.2021.

On 29.11.2021 learned counsel appearing for the petitioner had produced a demand draft of Rs.1 lakh favouring the complainant and handed over the same to learned counsel for the complainant which was accepted under protest. It was further undertaken on behalf of the petitioner that he shall clear the balance payment of Rs.3 lakhs by 21.12.2021. Taking an extremely lenient view in the matter, this Court had granted such liberty to the petitioner and adjourned the matter to today. However, it was clarified that in case the petitioner does not live up to his undertaking the present petition shall stand dismissed.

Today also, the petitioner has not paid the balance amount to the petitioner and more time is sought for to do the needful.

The above sequence of facts clearly reveals that on several occasions the petitioner has not lived up to his undertakings given to this Court. Apparently, the Court proceedings have been taken too lightly. Primarily, this has been so because of leniency and benevolence shown by this Court on more than one occasion.

The Court has permitted the petitioner to clear his dues which had been finally settled between the petitioner and the complainant about two years ago.

Enough is enough.

Dismissed.

All other miscellaneous application(s), if any, also stand(s) disposed of.

22.12.2021
shamsher

[DEEPAK SIBAL]
JUDGE

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