

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M- 5492-2018 (O&M)
Date of Decision: 06.09.2021

Jayawardhan Prashar

... Petitioner

VERSUS

State of U.T., Chandigarh

.... Respondent

CORAM:- HON'BLE MS. JUSTICE JAISHREE THAKUR

Present None for the petitioner.

Mr. Deepinder Singh Brar, Addl. P.P, UT, Chd.
for respondent -State.

Mr. D. K. Tuteja, Advocate
for the complainant.

JAISHREE THAKUR, J. (Oral)

1. This is a criminal misc. petition that has been filed for seeking anticipatory bail in FIR No. 98 dated 04.09.2017 under Sections 406, 498-A IPC registered at Women Police Station, District Chandigarh.

2. By an order dated 12.02.2018 the arrest of the petitioner had been stayed in order to explore the possibility of an amicable settlement of the dispute between the parties. The interim order was continued on subsequent occasions and as learned counsel for the petitioner had

submitted that he would be ready and willing to hand over Rs. 15 lakhs of the claimed amount that would include past, present and future maintenance and alimony etc. in case she was amenable to part ways.

3. On 03.10.2018 learned counsel for the petitioner had submitted that a compromise had been effected between the parties and a petition under Section 13-B of the Hindu Marriage Act would be filed. On the said statement made, the interim order was to continue till the next date of hearing. Ultimately, the matter came up for hearing before this Court on 09.01.2019, the petitioner who was present in Court along with the counsel made a statement-undertaking to pay an amount of Rs.25 lakhs in cash. He undertook to pay Rs.5 lakhs in cash within one week and the remaining Rs.20 lakhs within a period of 6 months from that date failing which the petition could be disposed of.

4. This Court noted that the petitioner did not comply with the undertaking given in this Court. However, one more opportunity was allowed to the petitioner to comply with the undertaking given by paying a sum of Rs. 5 lakhs by 16.01.2019. The matter was again taken up on 16.01.2019 on which date an amount of Rs.5 lakhs was paid in compliance of the said order and an undertaking was again given that the amount of Rs.20 lakhs would be paid on or before 10.07.2019. Thereafter the matter stood adjourned by several orders and ultimately the matter was taken up on 06.03.2019 on which date, learned counsel for the petitioner contended that on account of paucity of funds he could not make the balance payment of Rs.20 lakhs as was to be paid on or before 10.07.2019. However to show

his bona-fides that he was still ready and willing to comply to pay the balance amount of Rs.20 lakhs, he submitted that the amount of Rs.5 lakhs was paid by way of handing over demand draft to the counsel for the complainant. The arrest of the petitioner was continued to be stayed by this Court making it clear that in case the petitioner herein did not pay the balance amount, any interim direction allowed to him would stand automatically vacated considering the fact that he himself backed out of the compromise.

5. The matter is being taken up after an year and half today. Learned counsel for the petitioner has not put any appearance and complainant has submitted that the balance amount of Rs.20 lakhs has not been paid to the complainant in terms of the undertaking so given. It is pointed out that demand draft that was handed over in the Court on 06.03.2020 has not been honoured on account of the fact that the same is time barred and, therefore, the petitioner has played a fraud on the Court itself by not adhering to the promise of the undertaking given in Court.

6. I have heard learned counsel for the complainant and have also perused of the interim orders that have been passed in these proceedings. There is a definite undertaking given by the petitioner himself who had appeared in Court, to the effect that he would pay the settled amount of the compromise. It is only on account of the undertaking given that the arrest of the petitioner was stayed. However, as there is no appearance on behalf of the petitioner and a categoric statement given by the learned counsel for the complainant that the terms of the compromise have not been complied with,

this Court finds no ground to interfere in the present petition.

7. Petition stands dismissed for non-compliance.
8. Needless to say, the complainant is at liberty to avail the remedy available as per law.

06.09. 2021

(JAISHREE THAKUR)

seema goran

JUDGE

Whether speaking/reasoned	Yes
Whether reportable	No