

25.03.2020, but since there was even failure to adhere to the same, complaint was filed.

3] The complainant along with the Applicant has now arrived at a settlement and Consent Terms under the signature of the Applicant and Power of Attorney Holder of the informant Sheetal Gadia who is present in the Court and whose identity is established through the Sheristadar of the Court, are marked as x-for identification.

4] On perusal of the Consent Terms, it can be seen that it is agreed that the Applicant would transfer the flat to the First Informant upon payment of consideration of Rs.4,25,00,000/- and he would pay the remaining consideration on or from the date of registration of Agreement which was scheduled as 29.07.2022. It is also agreed that the Applicant shall deliver peaceful possession of the flat upon receipt of the entire sale consideration.

5] In the wake of the Consent Terms arrived at between the parties, with particular clause that parties shall abide by the Consent Terms, and put an end to the dispute, I see no reason as to why the Applicant shall not be protected from his arrest since the complainant himself is satisfied with the terms agreed between the parties and expressed willingness to accept the flat on payment of balance consideration.

Hence, the following order :

ORDER

(a) Application is allowed.

(b) In the event of arrest in connection with C.R.No.857/2022 registered with Oshiwara Police Station, the applicant Bimaljit Singh Ranbirsingh Grewal shall be

released on bail on furnishing P.R. bond to the extent of Rs.25,000/- with one or two sureties of the like amount.

(c) The applicant shall report to the concerned police station as and when called for.

(d) The applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with facts of case so as to dissuade him from disclosing the facts to Court or any Police Officer and should not tamper with evidence.

[BHARATI DANGRE, J]