

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CRM-M-19983-2022

Date of decision : 13.09.2022

Shraddha Khandelwal

... Petitioner

Versus

The State of Haryana and another

... Respondents

CORAM: HON'BLE MR.JUSTICE VIKAS BAHL

Present: Mr.Vipul Aggarwal, Advocate for the petitioner.

Mr. Dhruv Sihag, AAG, Haryana.

Mr.Karan Pathak, Advocate for
Mr.Gautam Dutt, Advocate
for respondent no.2.

VIKAS BAHL, J.(ORAL)

This is a petition under Section 482 Cr.P.C. for quashing of the impugned order dated 24.03.2022 passed by the Additional Sessions Judge, Gurugram vide which the anticipatory bail granted to the petitioner in FIR no.382 dated 24.09.2021 registered under Sections 120-B, 384, 420 IPC at Police Station DLF, District Gurugram vide order dated 25.10.2021 has been cancelled.

2. Learned counsel for the petitioner has submitted that in the present case, the settlement that had been arrived at, was false and fabricated and was arrived at after respondent no.2-complainant Pardeep Aggarwal colluded with the police officials and had forcibly taken the signature of the petitioner in the police station and the petitioner was compelled to sign the false compromise. It is further submitted that the petitioner is now ready to join the investigation and prays that the impugned

order dated 24.03.2022 be set aside.

3. Learned State counsel along with, learned counsel for the complainant-respondent no.2 have vehemently opposed the present petition and have submitted that in the present case, the petitioner, in pursuance of the compromise had taken an amount of Rs.30 lacs out of which, an amount of Rs.27 lacs had been paid by way of cheques' which had been encashed by the petitioner. It is further submitted that the petitioner had applied for the concession of anticipatory bail by raising a plea of compromise and it is on the basis of said plea of compromise that the concession of anticipatory bail had been granted to the petitioner. Reference has been made to the order dated 25.10.2021 in the said regard. Further reference has been made to paragraphs 5 to 8 of the compromise in which it has been specifically mentioned that the petitioner is not in possession of any videos, photographs, chats etc. and all the said photographs etc., have been deleted by her. It is stated that after having taken the benefit of the compromise and after having got the concession of anticipatory bail on the basis of said compromise, the petitioner backtracked from the same and uploaded the videos and photographs of the complainant-respondent no.2 on instagram and circulated the same in the city of Faridabad by adding people in a group and regarding the same, an application to the D.C.P. Central, Faridabad was also made and in pursuance of the same, FIR no.0335 dated 11.12.2021 has been registered. It is also stated that there are records of conversations between the complainant and the representative/advocate of the petitioner wherein, an amount of Rs.50 lacs in addition to the earlier amount was being demanded by the petitioner/her advocate in order to settle the matter and regarding the same, there is a pen drive. It is submitted that even after

the compromise, the petitioner has indulged in blackmailing and extortion. Learned State counsel has further submitted that the petitioner has not joined the investigation since passing of the order of grant of anticipatory bail on 25.10.2021 and she had left the address that had been mentioned in the bail application without duly informing the police.

4. This Court has heard learned counsel for the parties and has perused the paper book.

5. Present FIR no.382 dated 24.09.2021 under Sections 384, 420, 120-B IPC was registered on the statement of respondent no.2 against the present petitioner at Police Station DLF, Sector 29, Gurugram. Allegations of blackmailing and extortion have been levelled in the same. On 25.09.2021, as noticed in the paragraph 3 of the impugned order, a compromise had been effected between the petitioner and the complainant.

Paragraphs 5 to 8 of the said compromise are reproduced hereinbelow:-

“5. That the second party has also undertaken that the second party shall not misuse the videos, photos, chats of the first party if any in manner whatsoever. The second party has undertaken that both the parties were in live in relationship and no right is accrued in favour of second party due to this relationship and has received the amount of rupees 25,00,000/- (Rupees Twenty Five Lakhs Only) towards full and final settlement. The second party shall not claim any relationship of husband and wife. The second party was very well aware that the first party was married in the first meeting with the first party.

6. That the second party has undertaken that the second party shall not harass or humiliate the first party in any manner and shall not cause any kind of threat to the first party. The second party undertakes that the second party shall not do any act or omission to damage the name, goodwill, and reputation of the first party by any means including any humiliation and circulation of photos, videos, chats etc., on social media or any other place whatsoever.

7. That the second party undertakes that the second party is not in possession of any videos, photographs, chats etc., of the first

party and is found any shall return back the same to the first party.

The second party undertakes that the second party has deleted the entire videos, photographs, chats etc., from her mobile, laptop etc., and has deleted all the contents and is not in the possession of any videos, photographs, chats etc.

8. That the second party has received the amount of Rs.3,00,000/- (Rupees Three Lakhs Only) in cash and 22,00,000/ (rupees Twenty Two Lakhs Only) through cheque no.843675 dated 28/09/2021 drawn at Axis Bank.”

6. A perusal of the said compromise would show that the petitioner, who is the second party in the said compromise, had stated that she shall not misuse the videos, photos, chats of the first party (complainant) in any manner and it was further stated that an amount of Rs.25 lacs had been received towards full and final settlement. It was further agreed that the second party i.e., the petitioner, had undertaken that she had deleted all the photographs, videos, chats from her mobile phone. The details of the cheque, which had been received by the petitioner, were given in paragraph 8 of the said compromise. Further, a supplementary agreement dated 09.10.2021 was also entered into, as per which, another amount of Rs.5 lacs was given vide cheque no.843674 dated 11.10.2021 to the petitioner. Paragraphs 12 and 13 of the supplementary agreement are reproduced hereinbelow:-

“12. The First Party just to end the matter amicably has also agreed to pay Rs.5,00,000/- (Rupees Five Lac only) to the Second Party vide Cheque No. Cheque No.843674 Dated 11.10.2021 of Rs.5,00,000/- drawn on Axis Bank Ltd., DLF, Gurugram, Haryana-122009.

13. All the conditions of agreement dated 25.09.2021 shall remain intact and further the Second Party has given following undertakings:”

7. A perusal of the above reproduced agreement would show that

the amount of Rs.5 lacs more was received by the petitioner and the other

conditions of the compromise dated 25.01.2021 were agreed to keep intact.

8. The petitioner had applied for the concession anticipatory bail before the Additional Sessions Judge, Gurugram and the Additional Sessions Judge, Gurugram after considering the arguments of the petitioner to the effect that the matter had been settled vide settlement dated 25.09.2021 and supplementary settlement dated 19.10.2021 and also considering the fact that the complainant, on account of the said compromise, had given a no objection to the grant of anticipatory bail, granted anticipatory bail to the petitioner. Paragraphs 3, 5 and 8 of the said order dated 25.10.2021 are reproduced hereinbelow:-

“3. The applicant-accused has contended in the present application for anticipatory bail that the false allegations were made by the complainant and now the matter has been settled between the accused and the complainant vide the settlement agreement dated 25.09.2021 and the supplementary agreement dated 11.10.2021.

xxx xxx xxx

5. Learned counsel for the complainant Ms. Deepali Khattak has given a statement that the complainant has no objection if the applicant is granted anticipatory bail in terms of the compromise.

xxx xxx xxx

8. The offence of cheating is compoundable while the offence of extortion is non-compoundable. However, as per the terms of the compromise the parties have undertaken that a petition for quashing of the FIR shall be filed. The complainant has no objection if the anticipatory bail is granted to the applicant-accused. The applicant-accused has infact received the money in pursuance to the full and final settlement. The accused has undertaken that she will delete the video, photographs and chats etc. Since the matter is being settled amicably, no ground is made out to justify the custodial interrogation. There is no history of any other criminal case against the applicant-accused. The cause of investigation can be served if the applicant-accused is made to join the investigation and she co-operates.

9. For the aforesaid reasons, the first application for anticipatory

bail filed on behalf of applicant-accused Shraddha Khandelwal is hereby allowed and it is ordered that in event of arrest of the accused, she shall be released on bail subject to furnishing of personal bonds and surety bonds in the sum of 1,00,000/- with one surety in the like amount to the satisfaction of the arresting officer/investigating officer. The accused shall join the investigation as and when called by the investigating officer and would abide by the conditions enshrined under Section 438(2) Cr.P.C.”

9. A perusal of the above reproduced order would show that it is the petitioner who had relied upon the said compromise and on the basis of said contention, the petitioner was granted the concession of anticipatory bail. Thus, the arguments of the learned counsel for the petitioner to the effect that the said compromise was under coercion and was signed forcibly in the police station, is bereft of merit. The petitioner had violated the terms of the compromise dated 25.09.2021 and supplementary compromise dated 19.10.2021 and had posted material on social media regarding which FIR no.335 dated 11.12.2021 was registered against the present petitioner. The said fact remains unrebutted. The Additional Sessions Judge, Gurugram had also taken into consideration the fact that a pen drive was produced by counsel for respondent no.2 during the course of hearing, which contained a recording of a conversation between respondent no.2 and the representative of the petitioner wherein, an additional amount of Rs.50 lacs was being demanded for settling the matter and thus, it is apparent that the petitioner had further blackmailed the complainant-respondent no.2 even after having received the benefit of the compromise dated 25.01.2021 and 19.10.2021. In one of the recordings the petitioner has extended threats to the complainant and had thus, made every attempt to extort money from the complainant.

The Additional Sessions Judge, after considering the entire matter and also

considering the stand taken by the State, cancelled the anticipatory bail granted to the petitioner. The said facts have summed up in paragraph 15 of the order dated 24.03.2022, which has been reproduced hereinbelow:-

“15. After having cogitating on the rival contentions and observing the conduct of the respondent no.1/accused, this Court is of the opinion that the anticipatory bail granted to the respondent no.1/accused Shraddha Khandelwal should be cancelled for the following reasons:

(i) That the accused has not joined the investigation of the case since the passing of the order of anticipatory bail on 25.10.2021. She has not shown any attempt made by her to explain the reasons to the investigating officer.

(ii) She left the address as given in the bail application i.e. Executive Villa Floor, DLF-5, Sector-53, Gurugram without giving any information to the police or to the Court. She vacated the flat on 17.11.2021 as per the report of Puneet Arora, Estate Manager. Notice also could not be served at her second address at Puri Emerald Bay, Sector-63, Gurugram as she left that address as well and went to Mumbai.

(iii) The accused violated the terms of compromise deed dated 25.09.2021 and the supplementary agreement dated 11.10.2021 and posted material on social media regarding which another FIR No.335 dated 11.12.2021, under Sections 67 and 67(A) of I.T.Act has been registered at police station Sarai Khawaja, Faridabad.

(iv) That in the material placed in support of the application for cancellation of bail, the respondent no.1/accused is apparently seen as making attempts of establishing contact with the complainant by herself and through her lawyer to reopen the terms of the compromise and to possibly resettle the matter for an enhanced amount.

16. This Court is of the opinion that the aforesaid supervening circumstances have rendered it no longer conducive to a fair investigation to allow the accused/respondent no.1 Shraddha Khandelwal to retain her freedom by enjoying the concession of anticipatory bail. Accordingly, the anticipatory bail granted vide order dated 25.10.2021 by this Court is hereby cancelled. The investigating officer is at liberty to arrest the respondent

no.1/accused Shraddha Khandelwal where ever she is found in the country, for the purpose of joining her in the investigation.”

10. No perversity or illegality has been pointed out by the learned counsel for the petitioner in the order passed by the Additional Sessions Judge, Gurugram while cancelling the bail of the present petitioner. This Court is satisfied that the petitioner after having compromised the matter and after having received an amount of Rs.30 lacs in pursuance of the said compromise and having taken benefit of the compromise has violated the specific terms of the compromise and has blackmailed and threatened the complainant so as to extort more money from the complainant and has uploaded photos, videos on social media in complete violation of the said compromise, on account of which, FIR no.335 dated 11.12.2021 has been registered under the I.T. Act. It is the stand of the State that the petitioner has neither joined the investigation since 25.10.2021 i.e., after having been granted the concession of anticipatory bail nor had given any information to police with respect to change of her address and also, has made every attempt to establish contact with the complainant in order to extort more money from respondent no.2.

11. The petitioner has even tried to deny the compromise in spite of the fact that the petitioner had while, arguing her anticipatory bail application, before the Additional Sessions Judge, Gurugram, had primarily relied upon the said compromise and was granted the concession of anticipatory bail by the Court after taking into consideration the fact that the matter had been compromised and that the complainant-respondent no.2 had also given his no objection to the grant of anticipatory bail to the petitioner on account of the said compromise.

impugned order dated 24.03.2022 cancelling the anticipatory bail granted to the petitioner, is in accordance with law, valid and calls for no interference of this Court and accordingly, the present petition is dismissed.

September 13, 2022

Davinder Kumar

Whether speaking / reasoned
Whether reportable

(VIKAS BAHL)
JUDGE

Yes/No
Yes/No