

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CRM-M-23153-2021(O&M)

Date of decision : 30.08.2022

Pooja Sablok

... Petitioner

Versus

State of Haryana

... Respondent

CORAM: HON'BLE MR.JUSTICE VIKAS BAHL

Present: Mr.Chanchal K. Singla, Advocate and
Ms.Divjot Arora, Advocate
for the petitioner.

Mr.Dhruv Sihag, AAG, Haryana.

Mr.Mayank Aggarwal, Advocate
for the complainant.

VIKAS BAHL, J.(ORAL)

This is a petition under Section 439 Cr.P.C. for grant of regular bail to the petitioner in FIR no.21 dated 04.02.2021 registered under Sections 406, 420, 467, 468, 471, 120-B IPC at Police Station Sector 53, Gurugram.

Learned counsel for the petitioner has submitted that vide order dated 29.06.2021 passed by a coordinate Bench of this Court, the petitioner was granted interim bail for the period of two months and the said interim order continued and ultimately on 15.07.2022, it was noticed by this Court that the petitioner had handed over a demand draft for an amount of Rs.70 lacs to learned counsel for the complainant and also further two cheques for an amount of Rs.15 lacs each were handed over to learned counsel for the

further submitted that the matter has now been finally settled and the parties are in the process of filing a petition under Section 482 Cr.P.C. for quashing of the FIR on the basis of compromise.

Learned counsel for the complainant has also submitted that the matter has been compromised and they have received the entire agreed amount and thus, has no objection in case the present petition is allowed.

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

On 15.07.2022 this Court was pleased to pass the following order:-

“Learned counsel for the petitioner has submitted that the petitioner has prepared a demand draft in the name of the company M/s Starcrest Company Pvt. Ltd. for an amount of Rs.70 lakhs and has handed over the original demand draft to the counsel for the complainant. It is further submitted that two cheques for an amount of Rs.15 lakh each dated 06.08.2022 and 20.08.2022 respectively have also been handed over to the counsel for the complainant. The photocopy of the said documents are taken on record as Mark-A, Mark- B and Mark-C.

Learned counsel for the petitioner has further submitted that the petitioner undertakes that the said two cheques would also be credited and states that the complainant should also undertake that he would support the quashing petition filed by the present petition for quashing of the FIR on the basis of the compromise.

Learned counsel for the complainant has submitted that he has got the original demand draft and the said two cheques.

Adjourned to 30.08.2022.

Interim order to continue.

15.07.2022”

It is the case of the petitioner as well as the complainant that the matter has been finally compromised and the agreed amount has been paid to the complainant and the complainant has no objection in case the

present petition is allowed, parties are also stated to be in the process of

filing a petition under Section 482 Cr.P.C. for quashing of the FIR on the basis of compromise and the entire case is based on documents and no purpose would be served by keeping the petitioner in incarceration.

Keeping in view the above said facts and circumstances, the present petition is allowed and interim order dated 29.06.2021 is made absolute subject to the petitioner furnishing fresh bail bonds and surety bonds to the satisfaction of the concerned trial Court/ Duty Magistrate and subject to him not being required in any other case.

Nothing stated above shall be construed as a final expression of opinion on the merits of the case and the trial would proceed independently of the observations made in the present case which are only for the purpose of adjudicating the present bail petition.

Pending miscellaneous application, if any, stands disposed of in view of the abovesaid order.

(VIKAS BAHL)
JUDGE

August 30, 2022
Davinder Kumar

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