

**In the High Court for the States of Punjab and Haryana
At Chandigarh**

CRM-M-45359-2021 (O&M)
Date of Decision:-27.5.2022

Surender Singh ... Petitioner

Versus

State of Haryana ... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Ravinder Singh Saroha, Advocate for the petitioner.

Mr. Rajiv Sidhu, DAG, Haryana.

Mr. Ashok K. Sharma, Advocate for the complainant.

GURVINDER SINGH GILL, J.(Oral)

1. The petitioner has approached this Court seeking grant of regular bail in respect of a case registered vide FIR No.262 dated 14.7.2019, Police Station Civil Line, District Jind, under Sections 406, 420, 506 and 34 of Indian Penal Code.
2. The FIR was lodged at the instance of Ramesh Kumar Jain, wherein it is alleged that he had purchased a property from the petitioner. It is alleged that the petitioner, at the time of sale of property, did not disclose that the property in question was lying mortgaged with bank and a loan had been raised against the said property. During the course of pendency of the instant

petition, the parties were referred to Mediation and Conciliation Center of this Court, wherein the matter has been amicably resolved amongst the parties. As per the settlement agreement dated 25.3.2022, the following settlement has been arrived at between the parties:

“7. The following settlement has been arrived at between the parties hereto:

a) During the process of mediation, on 21.01.2022, as a part of the present settlement, petitioner/first party made an application for One Time Settlement (OTS) before the Indian Bank which was approved by the said bank on 29.01.2022. As a consequence, petitioner/first party deposited the OTS amount of Rs.27,50,000/- (Rupees Twenty Seven Lacs and Fifty Thousand Only) during this mediation proceedings period. Now the bank above said has issued No Due Certificate (NDS) with regard to property in question in favour of petitioner/first party on 08.03.2022 and also vide another letter dated 08.03.2022, the said bank got the mutation/mortgage in its favour cancelled and has returned in original:-

(i) Allotment letter dated 03.10.1994 in favour of Mehar Singh.

(ii) Deed of conveyance registered No.312 dated 24.04.2012 in favour of Mehar Singh.

(iii) Sale deed registered No.6471 dated 11.03.2013 in favour of Surender Singh-petitioner/first party.

(iv) Transfer letter No.918 dated 15.03.2013 issued by Housing Board Jind in favour of Surender Singh-petitioner/first party.

(which are the subject matter of the FIR in question)

(b) Both the parties agree that now title of the property in question stands cleared. Both the parties have today in Mediation Centre exchanged the following documents in original:-

- i. Allotment letter dated 03.10.1994 in favour of Mehar Singh.
- ii. Deed of conveyance registered No.312 dated 24.04.2012 in favour of Mehar Singh.
- iii. Sale deed registered No.6471 dated 11.03.2013 in favour of Surender Singh-petitioner/first party.

These above mentioned three documents have been handed over by the petitioner/first party to the respondent/complainant. Petitioner is today not in possession of transfer letter No.918 dated 15.03.2013 aforesaid, which he undertakes to handover to respondent/complainant at the earliest along with any other relevant document related to the property in question.

- iv. Cheque Nos.026271, 026280, 026272, 026279, 026273, 026276, 026277 and 026278 pertaining to Axis Bank, Jind Branch, Haryana have been handed over by respondent/complainant to petitioner/first party.

(c) Both the parties agree that no other Civil or Criminal case/any other type of claim except the FIR in question is pending between/against each other. Both the parties undertake not to file any fresh claim/suit/complaint against each other in future and if any such claim/suit/complaint is pending which is not to the knowledge of the other party, the filing party agrees/undertakes to withdraw the same immediately and unconditionally.

(d) Both the parties further undertake that all the matters between them have been settled amicably and now there is no dispute or claim towards each other.

(e) That the second party/respondent No.2 agrees not to prosecute the pending trial based on above-said FIR and has no objection if the same is quashed by this Hon'ble Court in the present proceedings. He agrees and undertakes to make an oral/written statement before this Hon'ble Court for this purpose, in quashing of FIR in question proceedings based on instant compromise/settlement to be filed by the petitioner.”

3. The aforestated settlement clearly shows that not only the amount as was due to the bank stands paid but even the bank has issued No Due Certificate (NDC) in respect of the loan in question and the documents of the property have been returned back. The complainant has specifically stated that he agrees not to prosecute the pending trial and has no objection in case the FIR is quashed.

4. In view of the aforestated position, this Court finds that it is not a case where detention of the petitioner would be required. The petition, as such, is accepted and the petitioner is ordered to be released on regular bail on his furnishing bail bonds/surety bonds to the satisfaction of learned trial Court/Chief Judicial Magistrate/Duty Magistrate concerned.

27.5.2022

pankaj

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned

Yes / No

Whether Reportable

Yes / No