

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

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**CRM-M-40226-2019(O&M)
Date of decision: 28.04.2022**

KULWANT SINGH

....Petitioner(s)

Versus

STATE OF PUNJAB AND OTHERS

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present : Mr. Atul Goyal, Advocate
for the petitioner.

Mr. Karanbir Singh, AAG Punjab.

Mr. N.S. Dandiwal, Advovate
for respondent No.4/complainant.

VINOD S. BHARDWAJ. J. (ORAL)

The instant petition had been filed under Section 482 of the Code of Criminal Procedure for appropriate directions to respondent Nos.2 and 3 for protection of life and liberty of the petitioner.

2. It is born out from the petition that one Sarabjeet Singh S/o Darshan Singh, an acquaintance, brought a matrimonial proposal for the daughter of the petitioner with the respondent No.4 Gurcharan Singh and informed that the family of respondent No.4 is looking for a girl, who has secured good score in IELTS and that the boy's family would be willing to take up expenses for the education of the girl as the boy himself intends to settle abroad. Taking into consideration the best interest of his daughter, the petitioner agreed to the matrimonial proposal and accordingly an engagement ceremony was performed. One of the conditions for marriage was eventually to travel abroad and the same was binding upon both

the boy and the girl. Thereafter, the respondent No.4 and members of his family call upon the the petitioner to execute an agreement so that the same can be referred to in the event of any dispute. Accordingly, an agreement dated 06.03.2019 was executed between the parties and respondent No.4. It was incorporated in the said agreement that an amount of Rs.20 lakhs had been given, whereas factually only an amount of Rs.16 lakhs was paid and the same was transferred in different installments in the bank account. The daughter of the petitioner later informed that respondent No.4 is calling her to meet him at some secure place or a hotel, to which the petitioner objected, giving rise to increased differences amongst the parties and also between the petitioner's daughter and respondent No.4. It is alleged that the family members of respondent No.4 came over to the house of the petitioner resulting in some untoward exchange of arguments amongst them, due to which the relationship amongst them became further strained. The negotiations to settle down however could not mature. In the meantime, the Visa of his daughter was approved and she left for Canada on 28.04.2019 giving rise to an inter se dispute that has finally brought the parties before this Court.

3. The matter had come up for hearing on 19.09.2019, wherein while issuing notice of motion, this Court passed an order that no coercive action shall be taken against the petitioner by the respondent Nos.1 to 3. The said interim order continued to operate.

4. That on 03.12.2019, the parties were called to explore the possibility of amicable resolution of the dispute through mediation wherein the petitioner agreed to pay the entire amount to the respondent No.4. An undertaking was also required to be given by complainant that he would not insist on the specific performance of the agreement by which the property to be transferred by the

petitioner to the aforesaid Jagseer Singh. Counsel for the complainant undertook to return the agreement to sell in favour of the petitioner.

5. *Per contra*, counsel for the complainant claimed that a complaint has been submitted by the petitioner against the complainant and the said complaint would also be required to be withdrawn. The said obligation was undertaken to be discharged by the counsel appearing on behalf of the petitioner. The parties were directed to appear before the Chief Judicial Magistrate to get their statements recorded in the aforesaid terms.

6. A report was received vide memo No.284 dated 07.01.2020 to the effect that no statement of compromise could be recorded between the parties before the Court as the parties sought extension of time for resolving certain minor issues amongst themselves.

7. Today on resumed hearing, counsel for the petitioner has pointed that the entire amount due to the respondent No.4 has already been paid and credited to his account . The said statement of fact is acknowledged by the Advocate appearing on behalf of the respondent No.4. Further, an affidavit of petitioner has also been furnished today in Court, wherein, it is categorically stated that he shall not pursue any complaint filed by him against against the respondent No.4 with the police authorities. The said affidavit is taken on record. A copy thereof has been furnished to the counsel for respondent No.4 as well.

8. Needless to mention that the petitioner shall remain bound by the undertaking submitted today in Court. Counsel for the respondent No.4 has also handed over original of the agreement to sell to the counsel for the petitioner.

9. In this view of the matter, the dispute has been resolved completely, amicably and to the full satisfaction of the respective parties, who are identified by their respective counsel. No further direction is required to be issued in the instant

case. Any complaint/proceedings initiated at the behest of either of the parties in relation to or arising out of the proceedings relating to the complaint in question shall be withdrawn.

10. Needless to mention that the parties shall remain bound by their respective undertakings.

The petition is accordingly dismissed as not pressed.

(VINOD S. BHARDWAJ)
JUDGE

April 28, 2022
S.Sharma(syr)

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