

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Sr. No. 101

CRM-M-3887-2023 (O&M)

Date of decision : 25.01.2023

Gurpreet Singh

..... Petitioner

VERSUS

State of Punjab

..... Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr.K.S.Hissowal, Advocate, for the petitioner.

Mr.Arun Luthra, DAG, Punjab.

DEEPAK SIBAL, J. (ORAL)

Through CRM-M-39481-2019 *Gurpreet Singh vs State of Punjab* the petitioner had earlier approached this Court for the grant of anticipatory bail in FIR No.39 dated 05.05.2019 registered under Sections 406 and 420 IPC at Police Station Zira, District Ferozepur which petition of his was dismissed by this Court on 27.01.2022 through the following order: -

“The present petition has been filed under Section 438 Cr.P.C. for the grant of anticipatory bail in FIR No.39 dated 05.05.2019, registered under Sections 406 and 420 IPC at Police Station Zira, District Ferozepur.

Briefly stated, the case of the prosecution is that the complainant, who is the petitioner's wife, by mortgaging her property, had procured a loan of Rs.8 lakhs which the petitioner, by playing fraud upon her, withdrew and misappropriated.

On a statement made on behalf of the petitioner that he was ready to amicably resolve the dispute which was the subject matter of the FIR in question, this Court issued notice and in the meanwhile granted the petitioner interim protection. Thereafter, the parties, through a written compromise dated 27.02.2020 agreed to resolve their dispute inter-alia as per which the petitioner was to give Rs.7 lakhs to the complainant out of which Rs.3 lakhs was to be paid on or before 02.05.2020 and the balance Rs.4 lakhs on or before 15.07.2020.

The petitioner did not live up to the above compromise. On a request made on his behalf, this Court referred the parties to another round of mediation. However, this time the petitioner did not even appear before the Mediator.

The petitioner is accused of having misappropriated Rs.8 lakhs belonging to his wife which she had received after mortgaging her property. On a submission made before this Court on behalf of the petitioner that he was ready for an amicable settlement, this Court issued notice and granted him ad-interim anticipatory bail. On 27.02.2020, through a written agreement, the petitioner agreed to pay, on or before 15.07.2020, Rs.7 lakhs to the complainant. On the strength of such agreement, the petitioner sought

and got extension of his ad-interim anticipatory bail but did not make any payment. Since even after nearly two years of having entered into an agreement with the complainant no payment has been made by the petitioner, it is safe to assume that he had made a false promise only to get his ad-interim anticipatory bail extended and in furtherance of such dilatory tactics, he again got the matter referred for mediation, which proceedings he never joined.

In view of the above, the petitioner's conduct is not appreciable. He has taken not only the complainant and the Mediator but also this Court for a ride.

Dismissed.”

A perusal of the afore quoted order reveals that the petitioner's prayer for the grant of anticipatory bail was rejected after this Court deprecated the petitioner's conduct for having misused the grant of ad interim anticipatory bail to him.

Admittedly, there is no change in the circumstance after the passing of the afore quoted order by this Court. That being so, the filing of a subsequent petition on the same cause is deprecated.

Dismissed.

25.01.2023
shamsher

[DEEPAK SIBAL]
JUDGE

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