

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

(201-1)

CRM-M-3585-2019 (O&M)
Date of decision:- 15.11.2023

Surinder Bakshi

... Petitioner

Versus

State of Haryana

... Respondent

(201-2)

CRM-M-3712-2019

Surinder Bakshi

... Petitioner

Versus

State of Haryana

... Respondent

(201-3)

CRM-M-3853-2019

Surinder Bakshi

... Petitioner

Versus

State of Haryana

... Respondent

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Mr. Sachin Rai Vaid, Advocate
for the petitioner(s) in all cases

Mr. Munish Sharma, DAG, Haryana.

Mr. Abhinav Sood, Advocate
for the complainant in CRM-M-3585-2019.

Mr. Kamal Krishan, Advocate for
Mr. Vivek Aggarwal, Advocate
for the complainant in CRM-M-3712-2019.

Mr. Ishan Cooner, Advocate for
Mr. J.S.Cooner, Advocate
for the complainant in CRM-M-3853-2019.

SUVIR SEHGAL, J. (ORAL)

1. Although the accused-petitioner has approached this Court by way of three separate petitions, which have been clubbed together, seeking grant of regular bail in three different FIRs, but as a consensus has been

reached between the parties, all the three petitions are being disposed by a common order.

2. For the sake of convenience, factual position is being taken from CRM-M-3585-2019.

3. Petitioner is before this Court praying for grant of regular bail under Section 439, Cr.P.C. in FIR, Annexure P-1:-

FIR No.	Dated	Police Station	Sections
123	17.06.2015	Mulana, District Ambala	406, 420, 424, 467, 468, 471, 506, 120-B, IPC

4. Case of the prosecution is that FIR, Annexure P-1, has been registered on the complaint of Dr. Tarsem Monga against Smt. Kiran Bakshi and her husband, Surinder Bakshi (present petitioner) stating that he had friendly relations with both the accused. Smt. Kiran Bakshi was owner of 66 marla land, which she sold to the complainant by registered sale deed dated 07.01.2010 for valuable consideration of Rs.10.50 lacs and a mutation was sanctioned in his name on 28.01.2015. Surinder Bakshi was present at the time of execution of the sale deed. Due to a mistake by the revenue staff, complainant’s name was not incorporated in the jamabandi for the year 2009-10 and the land was shown to be in the ownership of Smt. Kiran Bakshi. Taking advantage of this error, both the accused, sold various parcels of land by registered sale deed to different accused. It has been alleged that the couple have defrauded the complainant in connivance with the co-accused and have forged various documents.

5. Similar allegations of fraud have been levelled against the petitioner and his spouse in the other two criminal cases, out of which the connected petitions arise.

6. When all the three petitions came up for hearing before this Court on 05.02.2019, petitioner expressed his willingness to settle the dispute and on deposit of an amount of Rs.20 lacs with the Registry of this Court, he was ordered to be released on interim bail. Parties were relegated to the Mediation and Conciliation Centre of this Court and a settlement dated 26.02.2019 was arrived at between the parties, wherein it was agreed as under:-

“8. *The following compromise/settlement has been arrived at between the parties hereto:*

(i) *It is agreed/settled between the parties that the total sale proceeds received by petitioner and his wife amounting to Rs.78,50,000/- (Rupees Seventy Eight Lacs and Fifty Thousand only) shall be paid by the first party/petitioner and his wife to Sh. Tarsem Monga-Complainant No.1, who is the owner of the above land as per detailed mentioned para No.1. The amount will be paid in the following manner in installments:-*

(a) *Rs.20,00,000/- (Rupees Twenty Lacs only) deposited by the petitioner with the Registrar, Punjab & Haryana High Court in compliance of order dated 05.02.2019. This amount can be withdrawn by Dr. Tarsem Monga-complainant from the Registry of the Hon'ble High Court after passing of the final order by the Hon'ble Bench where the case is fixed for 05.03.2019. After receiving this amount from the Hon'ble Court, Dr. Tarsem Monga-complainant shall pay the amount mentioned below to the purchasers/complaints No.2 and 3:- (1) Mrs.Kamlesh-Complainant No.2-Rs.3 Lacs and (2) Mr. Rajeev Sharma-Rs.4 Lacs.*

(b) *The second installment of Rs.29,25,000/- (Rupees Twenty Nine Lacs and Twenty Five Thousand only) shall be paid by the petitioner on or before 07.05.2019 by way of RTGS in account, No.25621930000488 HDFC Bank, Mahesh Nagar, Ambala Cantt., IFSC Code-HDFC0002562 of Sh. Tarsem Monga-complainant. Out of this amount, complainant Dr. Tarsem Monga shall pay a sum of Rs.1.5 Lacs to Mrs. Kamlesh-Complainant No.2.*

(c) *The third and final installment of Rs.29,25,000/- (Rupees Twenty Nine Lacs and Twenty Five Thousand only) shall be paid by the petitioner on or before 22.07.2019 by way of RTGS in account No.25621930000488 HDFC Bank, Mahesh Nagar,*

Ambala Cantt., IFSC Code-HDFC0002562 of Sh. Tarsem Monga-complainant.

(d) That in case of any default in making payment by the first party/petitioner to Dr. Tarsem Monga-complainant No.1, then the payment already made will be forfeited and the balance amount will be paid with interest @ 18% p.a.

- (ii) The complainant No.1-Dr. Tarsem Monga has filed Civil Suit No.820 of 2015 in the Court of Civil Judge, (Jr. Divn.), Ambala for declaration challenging the above sale deed and mutations entered in their favour by the revenue authorities. The Civil Suit is now fixed for hearing on 18.04.2019.*

In view of the terms of the compromise mentioned above, Dr. Tarsem Monga-Complainant receiving the consideration money from the petitioner as mentioned above shall validate the above sale deeds. The Ld. Court will be requested to pass a decree in favour of the above purchasers validating their sale deeds and mutations already entered.

- (iii) It has been mutually agreed between the parties that petitions for quashing the above said FIRs shall be filed by the first party/petitioner and his wife before the Hon'ble Punjab & Haryana High Court after payment of full and final amount by the first party/petitioner to the second party/complainants. The second party/complainants undertakes that they shall have no objection for the quashing of the above said FIRs on the basis of this settlement/agreement on receiving the entire amount as settled above. They further undertake that they will execute affidavits and make the statements in the Hon'ble Court for quashing the above-mentioned FIR as and when directed by the Hon'ble Court. It has been further agreed by the second party/ complainants that they will not pursue the said FIRs in any Court of Law.*
- (iv) That the first party and second party further undertake that they will not file any Civil or Criminal litigation against each other in future with regard to the present dispute. All the disputes between the parties are settled if the above mentioned payment is made to the complainants as per schedule”*

7. During the course of pendency of the instant petition, counsel representing the contesting parties agree that the accused-petitioner has repaid the entire amount of Rs.78.50 lacs, but he has not adhered to the time schedule agreed between them. It has been submitted by counsel for the

complainant that the petitioner had undertaken that in case he defaults in the payment, he shall be liable to pay interest. As the time schedule was breached by the petitioner, complainant has filed an application seeking vacation of the interim order. This application is being contested by the petitioner.

8. During the course of hearing today, a consensus has been arrived at between the parties. Counsel for the petitioners and the complainant(s) state at the bar that an oral agreement has been arrived at between the parties that the petitioner will pay an additional amount of Rs.5 lacs to Dr. Tarsem Monga in five monthly installments of Rs.1 lac each starting from 05.12.2023. The installments will be payable on the 5th of each succeeding month and last installment of Rs.1 lac will be paid on 05.04.2024. It has been submitted that the parties have further agreed that after the last installment is paid, a petition seeking quashing of the FIRs shall be filed in terms of Clause 8 (d) (iii) of the settlement dated 26.02.2019 and the complainant(s) shall make a statement before the Trial Court/Area Magistrate in terms of the settlement.

9. This agreement is acceptable to the counsel representing the complainants in all the three petitions and they have submitted that Contempt Petition bearing COCP-1665-2023 filed by Dr. Tarsem Monga shall be withdrawn after the last installment has been paid.

10. In view of the settlement arrived at between the parties, which is reproduced above, interim bail granted to the petitioner by this Court vide order dated 05.02.2019 is made absolute.

11. All the three petitions are disposed of.

12. All pending applications are also disposed of.

13. Needless to mention any observation made hereinabove shall not be construed to be an expression of opinion on the merits of the case.

14. This Court expects that the parties shall adhere to the terms mentioned in para 8 and 9 above.

(SUVIR SEHGAL)
JUDGE

15.11.2023

Kamal

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No