

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

CRM-M-10511-2020 (O&M)
Date of Decision:-11.5.2023

Harpreet Kaur ... Petitioner

Versus

State of Punjab and another ... Respondents

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Lokesh Vohra, Advocate for the petitioner.

Mr. Luvinder Sofat, DAG, Punjab.

None for respondent No.2.

FIR No.	Dated	Police Station	Section/s
4	17.1.2019	Sadar Gurdaspur, District Gurdaspur	420, 494, 120-B of Indian Penal Code.

GURVINDER SINGH GILL, J. (Oral)

1. The instant petition has been filed on behalf of the petitioner seeking cancellation of anticipatory bail granted to respondent No.2 in respect of aforementioned FIR vide order dated 14.11.2019 passed in CRM-M-17287-2019.
2. Respondent No.2 – Tejpal Singh Bajwa is husband of the petitioner – Harpreet Kaur. The petitioner had lodged the aforementioned FIR against respondent No.2. Respondent No.2 was granted *interim* bail in the aforesaid FIR vide order dated 16.4.2019 passed in CRM-M-17287-2019. When the

said petition filed by respondent No.2 seeking grant of anticipatory bail came up for hearing before a Coordinate Bench of this Court on 28.5.2019, the following order was passed:

“Two FDRs amounting to Rs.5 lacs in the name of his wife and another Rs.5 lacs in the name of his child have been handed over to the complainant-wife in the Court. Photocopies of the same is taken on record.

Learned counsel for the petitioner submitted that the matter be referred to Mediation Centre of this Court. This request is not opposed by learned counsel for the complainant.

In view of above, adjourned to 28.08.2019.

However, both the parties i.e. petitioner and complainant are directed to appear before the Mediation and Conciliation Centre of this Court on 01.07.2019, who shall make efforts for reconciliation and amicable settlement between the parties and send the report to this Court on or before 28.08.2019.

However, petitioner shall pay @ Rs.10,000/- per month for maintenance of the child.”

3. The aforesaid order dated 16.4.2019 passed in CRM-M-17287-2019, vide which respondent No.2 had been granted *interim* bail, was confirmed by this Court vide order dated 14.11.2019 (Annexure P-4). The operative portion of the said order reads as under:

“5.The petition as such is accepted and the interim directions issued vide order dated 16.4.2019 by this Court are hereby made absolute subject to the condition that the petitioner would appear before Investigating Officer as and when called upon to do so and cooperate with the Investigating Officer and shall also abide by the conditions as provided under Section 438 (2) Cr.P.C.

6. It is however, made clear that the petitioner shall continue paying maintenance to his child born out of their wedlock at the rate of Rs.10,000/- per month as was directed earlier vide order dated 28.5.2019. However in case any maintenance is awarded to the said child under any other proceedings, the aforesaid amount shall be adjusted thereunder.
7. It is clarified that none of the observations made above shall be construed to be an expression on merits of the main case.”
4. Learned counsel for the petitioner submits that ever since passing of the said order, respondent No.2 has hardly paid 3-4 installments and has been defaulting ever since.
5. Notice of motion in the present case had already been issued to respondent No.2.
6. Although respondent No.2 had been duly served and Mr. Mukesh K. Sharma, Advocate had put in appearance on behalf of respondent No.2 on 20.7.2022 but he did not appear on the next date of hearing i.e. on 28.9.2022 and upon written request made on behalf of learned counsel for respondent No.2, the matter was adjourned to 28.3.2023. Again on 28.3.2023, the matter was adjourned upon written request made on behalf of learned counsel for respondent No.2 for today i.e. 11.5.2023.
7. Today, when the matter was called neither the counsel appeared on behalf of respondent No.2 nor any request for adjournment was made on his behalf. In view of the aforestated position, it is apparent that respondent No.2 is intentionally delaying the matter as a favourable order had already been passed in his favour.
8. Having regard to the specific averments made in the petition that respondent No.2 has defaulted in paying the maintenance to the petitioner, which even

otherwise he is under a bounden duty to pay, the instant petition is allowed and the anticipatory bail granted to respondent No.2 by this Court vide order dated 14.11.2019 passed in CRM-M-17287-2019 is hereby cancelled.

11.5.2023
pankaj

(Gurvinder Singh Gill)
Judge

Whether speaking /reasoned	Yes / No
Whether Reportable	Yes / No