

207

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M No.21941 of 2023
Date of Decision : 28.08.2023

Jasleen Kaur

..... Petitioner

Versus

State of Punjab and another

..... Respondents

CORAM : HON'BLE MR. JUSTICE RAJESH BHARDWAJ

Present: Mr. Sarthak K. Jindal, Advocate
for the petitioner.

Ms. Akshita Chauhan, DAG, Punjab.

Mr. B. S. Toor, Advocate
for respondent No.2.

RAJESH BHARDWAJ, J. (Oral)

Present petition has been filed under Section 439(2) Cr.P.C. read with Section 482 Cr.P.C. for cancellation of anticipatory bail granted to respondent No.2 in CRM-M No.49628 of 2019 vide order dated 19.09.2022 passed by this Court in case FIR No.58, dated 13.03.2019, under Sections 498-A, 406, 506 IPC of 1860, registered at Police Station City Faridkot, District Faridkot.

Brief facts of this case are that the marriage of the petitioner was solemnized with respondent No.2 on 01.04.2017. Thereafter, a matrimonial discord took place between both of them on account of the alleged harassment caused to the petitioner on account of demand of dowry made by respondent No.2. Respondent No.2 went to New Zealand and thereafter, the petitioner also went to New Zealand but harassment of the petitioner

continued. On her return to India, finally the petitioner lodged an FIR No.58, dated 13.03.2019, under Sections 498-A, 406, 506 IPC, 1860. Respondent No.2 approached this Court by way of filing CRM-M No.49628 of 2019 praying for grant of anticipatory bail and the same was granted by this Court vide order dated 19.09.2022 on the basis of the amicable settlement arrived at between both the sides, the operative part of the order reads as under:

“After hearing counsel for the parties, it is apparent that the petitioner has joined investigation and the parties have settled the dispute amicably and the remaining amount of Rs.12.5 lacs would be paid by the petitioner as undertaken by him on 29.11.2022.”

Now the petitioner has approached this Court by way of filing the present petition praying for cancellation of bail granted to respondent No.2 by this Court vide order dated 19.09.2022.

It has been contended by learned counsel for the petitioner that as the harassment of the petitioner kept unabated, the petitioner lodged the abovesaid FIR against respondent No.2 and her in-laws. He has submitted that thereafter both the sides amicably resolved their dispute wherein it was stated that respondent No.2 would pay Rs.17.50 lacs to the petitioner. At the time of granting anticipatory bail to respondent No.2, the undertaking given by respondent No.2 was recorded that he would pay the balance amount of Rs.12.5 lacs dated 29.11.2022 at the time of recording of second motion statement in the divorce proceedings initiated on the basis of mutual consent. It has further been contended that respondent No.2

has paid only Rs.6 lacs and the remaining amount of Rs.11.50 lacs has not been paid by respondent No.2 despite having given a specific undertaking before this Court at the time of granting anticipatory bail on 19.09.2022. It is submitted that respondent No.2 not only violated the undertaking given by him by in this Court at the time of granting bail but also backed out from the compromise and as a result, petition filed under Section 13-B of Hindu Marriage Act had been dismissed with the observation that respondent No.2-husband had withdrawn his consent. It is submitted that as respondent No.2 has backed out of the undertaking given by him and thus, has made a blatant misuse of the anticipatory bail granted by this Court, hence, the same deserves to be cancelled.

This Court had issued notice to the respondents vide order dated 02.05.2023 for 12.05.2023. On the adjourned date i.e. 12.05.2023, as per office report, respondent No.2 is found to have been served. However, neither he appeared before this Court nor he was represented by any counsel. Hence, the case was adjourned for 25.05.2023. The situation remained the same on 25.05.2023 and thus, this Court adjourned the case for 06.07.2023. Thereafter, this Court issued theailable warrants for securing the presence of respondent No.2 for 06.07.2023. Both the petitioner and respondent No.2 appeared before this Court. On the interaction with the Court, they were referred to the Mediation and Conciliation Centre of this Court for working out the modalities for the payment of remaining amount. The parties appeared before the Mediation & Conciliation Centre of this Court. Report of Mediator dated 09.08.2023

has also been received. The same would read that despite best efforts, the parties could not reach an amicable settlement.

Learned counsel for respondent No.2 has submitted that respondent No.2 has not misused the concession of anticipatory bail granted to him vide order dated 19.09.2022.

The Court interacted with respondent No.2 on the last date of hearing as well as today. Respondent No.2 has taken a stand that his mother is not helping him in giving the balance payment to the petitioner. He has no satisfactory answer to the question that why he has withdrawn his consent to the petition filed under Section 13-B of Hindu Marriage Act.

Needless to say that the anticipatory bail was granted to respondent No.2 by this Court on a specific undertaking given by him that he would honour the terms and conditions of the compromise arrived at between him and the petitioner. This Court provided enough opportunities to him honoring the undertaking given by him before this Court. However, from the arguments advanced and the interaction with respondent No.2 in the Court, I am convinced that respondent No.2 has no inclination to abide by the terms and conditions of settlement. Thus, in the considered opinion of this Court respondent No.2 has blatantly misused the concession of anticipatory bail granted by this Court. Resultantly, this Court is of the considered opinion that respondent No.2 does not deserve to remain on anticipatory bail granted by this Court vide order dated 19.09.2022, hence, the same is hereby recalled and the anticipatory bail granted to respondent No.2 is cancelled.

ASI Chamakur Singh, who is present in Court, is directed to
take respondent No.2 in custody.

Present petition stands allowed in the abovesaid terms.

28.08.2023
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(RAJESH BHARDWAJ)
JUDGE

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