

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

104

CRM-M-42784-2023 (O&M)
Date of decision: 12.12.2023

Gurpreet Singh Dhanjal

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS SURI

Present: Mr. V.K. Pujara, Advocate for
Mr. C.S. Rana, Advocate for the petitioner.

Mr. G.S. Sidhu, AAG, Punjab.

Mr. Vansh Malhotra, Advocate for respondent No.2.

FIR No.	Dated	Section/s	Police Station
123	15.07.2023	406, 420, 120-B IPC & 13 of Punjab Travel Professionals (Regulation) Act, 2014	Mataur, District SAS Nagar

VIKAS SURI, J.

1.
- The petitioner has filed the present petition under Section 438 Cr.P.C. for grant of anticipatory bail in the above-captioned case.
2.
- Learned counsels for the private parties jointly submit that pursuant to order dated 03.10.2023 passed by this court, referring the matter to the Mediation and Conciliation Centre of this Court on the request of the counsel, the matter stands amicably resolved and settlement has been recorded before the Mediation Centre on

31.10.2023. The terms & conditions recorded in the aforesaid settlement reads as under:-

“6. The compromise is being effected between the first party and the second party on the following terms and conditions:

(a) That the first party shall pay Rs.8,09,000/- (Rupees Eight Lakhs and Nine Thousand Only) to the second party as full and final settlement. Out of the above settled amount, Rs.4,34,000/- (Rupees Four Lakhs and Thirty Four Thousand Only) has already been paid to the second party by the first party as directed by the Hon'ble High Court vide order dated 03.10.2023 by way of bank transfer & Demand Draft.

(b) That it has been settled between the parties that the remaining amount of Rs.3,75,000/- (Rupees Three Lakhs and Seventy Five Thousand Only) shall be paid in three installments by way of Bank Transfer in the account of the second party by the first party, which are as under:-

(i) That the first installment of Rs.1,25,000/- (Rupees One Lakh and Twenty Five Thousand Only) shall be paid by the first party to the second party on or before 10.11.2023.

(ii) That the second installment of Rs.1,25,000/- (Rupees One Lakh and Twenty Five Thousand Only) shall be paid by the first party to the second party on or before 10.12.2023.

(iii) That the third installment of Rs.1,25,000/- (Rupees One Lakh and Twenty Five Thousand Only) shall be paid by the first party to the second party on or before 10.01.2024.

(c) It has been amicably settled between the parties that the second party shall withdraw all the cases filed/pending by him against the first party and vice versa.

(d) That the first party and second party further undertake that they will not file any civil and criminal litigation against each

other in future with regard to the present dispute. All the dispute between the parties are settled if the above mentioned payment is made to the complainant as per schedule.

(e) That it has been amicably settled between the parties, that the second party shall be bound to record his statement qua the present settlement in any Court of law, if required.

(f) That it has been amicably settled between the parties that with the intervention of the counsels that both the parties will make a request to the Hon'ble Bench on the date fixed i.e. 12.12.2023 to adjourn the matter beyond the date of third installment i.e. in the month of January, 2024.

7. By signing this Settlement/Compromise the parties hereto state that they have no further claims or demands against each other as all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation and shall not institute any other case against each other with reference to the present claim.

8. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the Settlement/Compromise and not to dispute the same hereinafter in future. It is agreed between the parties that in case any party backs from out the above Settlement/Compromise, then all the cases pending between them shall be revived. It is further agreed between the parties that in case the first party fails to pay the balance amount, then the amount paid by them shall be forfeited.”

3. Learned counsels for the parties submit in unison that the first two installments mentioned in the aforesaid settlement have since been remitted and only the one falling due in the month of January, 2024

remains to be paid. It is, thus, prayed that the instant petition be accepted and concession of anticipatory bail be granted to the petitioner.

4. In view of the consensus arrived at between the parties, the present petition is allowed. The petitioner shall join the investigation and would associate as and when called. In the event of arrest, the petitioner shall be admitted to interim bail on furnishing personal bond and surety to the satisfaction of Arresting/Investigating Officer. The petitioner shall abide by the conditions specified in Section 438(2) Cr.P.C.

December 12, 2023
sumit.k

(VIKAS SURJ)
JUDGE

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