

2024:PHHC:066880



**IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH**

**CRM-M-729-2021 (O&M)
Pronounced on : 13.05.2024**

Ruchi Sehgal **...Petitioner**
Versus
State of Haryana and others **...Respondents**

CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA

Present:- Mr. Sahil Gambhir, Advocate for the petitioner.
Mr. Neeraj Poswal, AAG, Haryana.
None for respondent Nos. 2 and 3.

MANISHA BATRA, J.

1. The present petition has been filed by the petitioner/complainant under Section 439(2) of Cr.P.C. read with Section 482 of Cr.P.C. seeking cancellation of pre-arrest bail as granted to respondent Nos. 2 and 3, namely Jatin Sehgal and Vanita Sehgal, in FIR No. 530 dated 11.11.2018, registered under Sections 323, 34, 406 and 498-A of IPC at Police Station Kundli, District Sonipat.
2. Brief facts of the case relevant for the purpose of disposal of the present petition are that the aforementioned FIR was got registered by the petitioner against respondent Nos. 2 and 3, who are her husband and mother-in-law respectively, and their family members making allegations of her being subjected to cruelty on account of demand of dowry and her being physically as well as mentally harassed on that account. She also levelled

allegations that her *istridhan* was criminally misappropriated by respondent Nos. 2 and 3 and their family members. After registration of FIR, during course of investigation, respondent No. 2 had moved an application for grant of anticipatory bail before this Court bearing **CRM-M-64751-2018**, which was allowed, vide order dated 07.08.2019 (Annexure A-4), whereas respondent No. 3 had filed a petition bearing **CRM-M-62208-2018** seeking benefit of anticipatory bail before this Court, which too was decided in her favour on 25.03.2019. The petitioner, who is originally the complainant of this case, has prayed for cancellation of benefit of pre-arrest bail granted to respondent Nos. 2 and 3 on the grounds that they have failed to abide by the terms and conditions of the mutual agreement, which was arrived at between the parties before the Mediation and Conciliation Centre of this Court.

3. It is argued by learned counsel for the petitioner that the benefit of pre-arrest bail was extended to respondent Nos. 2 and 3 only keeping in view the fact that a settlement had been arrived at between the parties before the Mediation and Conciliation Centre of this Court and a settlement/agreement was also executed between them on 16.07.2019, which is Annexure A-2. It is submitted that as per terms of the said settlement/agreement, the petitioner and respondent No. 2 were to cohabit and the petitioner was to withdraw the case filed by her under the provisions of Protection of Women from Domestic Violence Act, 2005 as against respondent Nos. 2 and 3, whereas they had to return the amount borrowed by them from the petitioner and also to return her gold ornaments. It is submitted that since the respondents have failed to abide by the terms and conditions of

the said compromise subsequently, therefore, they are proved to have misused the concession of bail and it is urged that the impugned orders are liable to be set aside and the instant petition deserves to be allowed.

4. Status report has been filed by respondent-State, as per which, the respondents have moved aforesaid petitions for grant of pre-arrest bail. They were ordered to be joined into investigation and the orders, granting interim bail to them, have been made absolute by this Court on 07.08.2019 and 25.03.2019, respectively. It is also submitted that presently, the case is at the stage of producing prosecution evidence.

5. Respondent Nos. 2 and 3 had been duly served. However, none has appeared on behalf of respondent No. 3. Respondent No. 2 had initially appeared before this Court in person and submitted that due to financial constraints, he could not comply with some of the terms and conditions of the compromise and was ready to complete the formalities. However, thereafter, he appeared only on two effective dates of hearing and submitted that an amount of Rs. 2 Lakhs had been paid by him in the month of May, 2023 as part compliance of the terms of the compromise.

6. I have heard learned counsel for the parties at considerable and have also gone through the record carefully.

7. Before delving into the contentions as raised by learned counsel for the parties, I consider it necessary to discuss certain principles which govern the cancellation of bail as enunciated by Hon'ble Supreme Court in various pronouncements. Reference can firstly be made to *Myakala Dharmara-*

jam vs. the State of Telangana : (2020) 2 SCC 743, wherein it was observed that an order for cancellation of bail can be made only where such order suffers from serious infirmities resulting in miscarriage of justice. If the Court granting bail ignores relevant material indicating *prima facie* involvement of the accused or takes into account irrelevant material, which has no relevance to the question of grant of bail to the accused, the High Court or the Sessions Court would be justified in cancelling the bail. Reliance can further be placed upon ***Sushila Aggarwal v. State (NCT of Delhi) : (2020) 5 SCC 1***, wherein it was observed that while considering an application for grant of anticipatory bail, the Court has to consider the nature of the offence, the role of the person, the likelihood of his influencing the course of investigation, or tampering with evidence (including intimidating witnesses) or likelihood of his absconding. It was also observed that whether to grant bail or not is a matter of discretion of the Court. Similar position of law had been laid down in ***Dolat Ram and others vs. State of Haryana : 1995 SCC (1) 349***.

8. In view of the proposition of law as laid down in the above discussed authorities, it is clear that the discretion under Section 439(2) Cr.P.C. is to be exercised only if it is proved that bail has been granted to an accused of a heinous crime in a manner, which smacks of arbitrariness, capriciousness or perversity and on being satisfied on the basis of material placed on record that the accused has actually misused such liberty. The petitioner in this case has sought cancellation of concession of pre-arrest bail as granted to respondent Nos. 2 and 3 on the grounds that they did not abide by the terms and conditions thereof. So far as respondent No. 3 is concerned,

she is mother-in-law of the petitioner and a perusal of Annexure A-2, which is copy of settlement/agreement, reveals that she was not even a party to the said settlement/agreement. Further, on a perusal of Annexure A-3, which is copy of order making concession of interim bail absolute in her favour reveals that the benefit of anticipatory bail had not been granted to her because of any settlement between the parties but keeping in view the fact that she had joined investigation and her custodial interrogation was not required. Therefore, respondent No. 3 cannot be held liable for violation of terms and conditions of the settlement arrived at between her son and the petitioner. That apart, there is no allegation that she has not been appearing before the trial Court or had misconducted herself in any manner.

9. So far as respondent No. 2 is concerned, no doubt, on a perusal of order dated 07.08.2019 (Annexure A-4) passed in **CRM-M-64751-2019**, it is revealed that this Court, while making the order granting benefit of interim bail absolute in favour of respondent No, 2, had observed that the parties have settled their dispute and, therefore, it can be stated that the settlement arrived at between the parties was a reason for extending said benefit to respondent No. 2. The petitioner is alleging that the terms and conditions of the settlement/agreement have been violated by respondent No. 2, which is also apparent from the record. However, in my considered opinion, only because of that reason, the benefit of pre-arrest bail as granted to respondent No. 2 cannot be cancelled since in view of the ratio of law as laid down in the authorities as cited above, it is explicit that order of cancellation of bail can be passed only where the same suffers from any serious infirmities resulting into

miscarriage of justice or the same smacks arbitrariness, capriciousness or perversity. It is not even made out that respondent No. 2 had misused the liberty of bail as granted to him by violating certain terms and conditions of the agreement arrived at between them during the course of investigation proceedings. It is also not the allegation of the petitioner that respondent No. 2 has misused the concession of bail in any other manner by not appearing before the trial Court or by tampering with the prosecution evidence or there is any likelihood of his absconding. In view of the discussion as made above, this Court finds no reason to cancel the benefit of pre-arrest bail as granted to respondent Nos. 2 and 3. Accordingly, the petition is dismissed.

13.05.2024
Waseem Ansari

(MANISHA BATRA)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>