

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-9377-2024
DECIDED ON: 21.03.2024

RAJIV KUMAR DEVGAN
.....PETITIONER
VERSUS
STATE OF PUNJAB
.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL.

Present: Mr. A.P.S. Deol, Sr. Advocate with
Mr. Himmat Deol, Advocate and
Ms. Tranum Preet Kaur, Advocate
for the petitioner.

Mr. Jasjit Singh Rattu, DAG, Punjab.

Mr. Suvir Sidhu, Advocate and
Mr. Pranshul Dhull, Advocate
for the complainant.

Mr. R.P. Dhir, Advocate with
Mr. H.S. Oberoi, Advocate for Bar Association Hoshiarpur.

SANDEEP MOUDGIL, J (ORAL)

1. The jurisdiction of this Court under Section 438 of the Code of Criminal Procedure 1973 has been invoked seeking pre-arrest bail to the petitioner in FIR No. 199, dated 25.11.2023, under Sections 406, 467, 468, 471, 34 and 120-B of the Indian Penal Code, 1860, registered at Police Station Sadar Hoshiarpur, District Hoshiarpur.
2. Vide order dated 04.03.2024, the petitioner was enlarged on interim bail subject to his joining investigation. Learned State counsel, on instructions from ASI Rashvinder Pal Singh, submits that the petitioner has joined the investigation.

3. This Court has been informed that a settlement has been arrived at between the parties, which has reduced into writing. Copy thereof, has also been placed on record. Learned counsel for the petitioner has also produced a copy of post dated cheque bearing No.000852 amounting to Rs.52,00,000/- in favour of the District Bar Association, Hoshiarpur drawn on ICICI Bank, Balachaur Branch, which is also taken on record.

4. Relevant extract of the settlement reads as under:-

- (i) *That the parties have amicably resolved to put an end to the entire dispute, pursuant to lengthy deliberations and mediation exercise. The first party has agreed to pay an amount of Rs.75,00,000/- (Seventy Five Lakhs only) towards the full and final settlement for the entire dispute.*
- (ii) *That the first party had deposited an earnest amount of approx. Rs.11,00,000/- (Eleven Lakhs only) as security with the second party before starting the project as a condition-precedent which has mutually been agreed to be forfeited and now to be counted in the total settled amount.*
- (iii) *That as per the agreement, the second party had to make a remaining payment of Rs.12,00,000/- (Twelve Lakhs only) towards remaining payment to the first party which has now been agreed to be forfeited, and to be counted in the settled amount.*
- (iv) *Therefore, in the light of the above, from the total agreed amount of Rs.75,00,000/- (Seventy Five Lakhs only) an amount of Rs.23,00,000/- (Twenty Three Lakhs only) is to be deducted as already forfeited in terms of the compromise. Resultantly, the first party undertakes to pay the remaining amount of Rs.52,00,000/- (Fifty Two Lakhs only) within a period of three months from today i.e. 21.06.2024. To show bonafide, the first party is handing over a cheque of Rs.52,00,000/- (Fifty Two Lakhs only) as security, which can be encashed in case of failure to pay the above-stated amount within the given timeline.*

(v) *That once the full payment of Rs.52,00,000/- (Fifty Two Lakhs only) is realized in total either on or before 21.06.2024, the second party shall withdraw all cases, shall be liable to give statement, file any application in support of quashing of FIR, for making the bail absolute or taking any other step which could come to the succor of the first party.*

(vi) *That the terms recorded herein above reflect the full and final settlement entered into between the parties, and both the parties undertake not to initiate any civil or criminal proceedings against each other in this regard (apart from Section 138 proceedings or any other, in case of default of realization of agreed payment)*

5. In view of above, the order dated 04.03.2024 is hereby, made absolute.
6. The present petition stands disposed off.
7. However, it is made clear that in case the parties do not abide by the conditions of settlement/agreement dated 21.03.2024, the complainant shall be at liberty to file an appropriate application for restoration of the present petition.

21.03.2024
Sham

(SANDEEP MOUDGIL)
JUDGE

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