

2024:PHHC:079164



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

224

**CRM-M-17656-2022 (O&M)
Date of decision : 10.05.2024**

Sheikh Kamaluddin and others

..... Petitioners

versus

State of Haryana and another

..... Respondents

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. Abhinav Sood, Advocate
for the petitioners.

Mr. Ashok Kumar Sehrawat, DAG, Haryana.

Mr. Ojas Bansal, Advocate
for respondent No.2/complainant.

PANKAJ JAIN, J. (ORAL)

1. By way of present petition, petitioner has invoked Section 482 of the code of criminal procedural seeking quashing and setting aside of FIR No.419 dated 13.12.2021, registered for offences punishable under Sections 406 and 420 of IPC at Police Station Mahesh Nagar, District Ambala.

2. Petitioners were granted protection vide order dated 28.04.2022 to explore the possibility of amicable settlement. Settlement was arrived at. However, the accused-petitioners have violated the terms of settlement. Resultantly, protection granted to the petitioners was recalled vide order dated 23.05.2022.

2024:PHHC:079164



3. Petitioners approached Apex Court in SLP (Crl.) No.6447 of 2022. Petitioners were directed to deposit a sum of Rs.40 lakhs vide order dated 20.07.2022. The same was complied with by the petitioners.

4. On 27.10.2022, following order was passed:-

“The parties are embroiled in cases and cross-cases owing to certain disputed commercial transactions. The petitioners were protected by this Court vide order dated 28th of April, 2022 while noticing the prospects of amicable settlement between the parties. However, after the respondent alleged the petitioners of having violated the terms of settlement, interim protection was ordered to be recalled vide order dated 23rd of May, 2022. Against the said order, the petitioners approached Apex Court in SLP (Crl.) No.6447 of 2022. Apex Court ordered the petitioners to deposit an amount of Rs. 40.00 lacs vide order dated 20th of July, 2022 which was complied with by the petitioners. Resultantly, the matter was finally disposed off by the Apex Court vide order dated 28th of September, 2022 by observing that :

“We accordingly dispose of this petition with a direction that the order dated 20.07.2022 passed by this Court shall continue until disposal of the petition pending before the High Court.

In view of above, the Special Leave Petition is disposed of. The application for intervention/impleadment stands disposed of.

Pending interlocutory application(s), if any, is /are disposed of.

W.P. (CRL.) No. 335 of 2022

So far as this writ petition, filed at the instance of the petitioners, is concerned, assailing the Look-Out

2024:PHHC:079164



Notice, since the proceedings are pending before the High Court, the petitioners are at liberty to file a petition before the High Court assailing the Look-Out Notice for seeking appropriate orders, if so advised.

With the above observations, the writ petition is disposed of.

Pending interlocutory application(s), if any, is/are disposed of.”

Mr. Abhinav Sood, appearing for the petitioners relies upon the communication dated 12th of October, 2022 between the parties to submit that there are chances of amicable settlement.

Ld. Counsel appearing for respondent No.2 also submits that the respondents are not averse to such settlement.

Resultantly, the matter is referred to the Mediation & Conciliation Centre of this Court to explore the possibility of amicable settlement between the parties.

Accordingly, the parties are directed to appear before the Mediation & Conciliation Centre attached with this Court on **17.11.2022**.

For awaiting report of the Ld. Mediator, list the matter on **28.02.2023**.”

5. The parties claimed to have settled the dispute as which the petitioner were required to make entire payment on or before 30.11.2023. Petitioners could pay part thereof i.e. Rs.45 lakhs. An amount of Rs.21 lakhs was still pending as per the settlement to be paid by the petitioners to respondent No.2.

6. On 11.12.2023, this Court passed the following order:-

“Counsels are *ad-idem* that the parties have settled

2024:PHHC:079164



the dispute and as per settlement the petitioners were required to make the entire payment on or before 30.11.2023. However, the petitioners could pay only Rs.45.00 lakhs and Rs.21.00 lakhs as on date is the balance amount that the petitioners are required to pay to respondent No.2.

Learned counsel for the petitioners submits that the petitioners vide communication dated 10.12.2023 addressed to their counsels including him i.e. Mr. Abhinav Sood, Advocate has requested to get the time extended till February, 2024. The aforesaid offer made by petitioners has been accepted by respondent No.2, however, he submits that they should be put to terms that they shall not seek any further extension.

Learned counsel for the petitioners submits that his instructions are to that effect only and the petitioners undertake to make the deficient amount good on or before 29.02.2024.

In view of above, the matter is adjourned to 04.03.2024.

Needless to say that the petitioners shall abide by their undertaking and in case they fail to do so, respondent No.2 shall be at liberty to avail his remedies in accordance with law including that invoking provisions under Contempt of Courts Act.”

7. On 04.03.2024, following order was passed:-

“Counsel for the petitioners submits that the petitioners are still not able to arrange the funds. However, on 11.12.2023, this Court has taken cognizance of the undertaking given by the petitioners.

2024:PHHC:079164



Let petitioners by way of affidavit submit the schedule of the payment within a period of one week.

Adjourned to 12.03.2024.”

8. After taking repeated adjournments, the petitioners filed undertaking before this Court which was noticed in the order dated 20.03.2024 which reads as under:-

“Undertaking by way of affidavit of the petitioner has been filed today in Court, which is taken on record. As per the same the petitioner undertakes to pay the balance amount of Rs.17 lakhs as per the following schedule :

“4. That, the Petitioner(s) undertake to pay the **balance sum of INR 17 lakhs in the following manner (within the following time period) and shall seek no further extension:**

(i) INR 7 lakhs (Seven Lakhs) - by 31st March, 2024

(ii) INR 10 Lakhs (Ten Lakhs) – by 15th of April, 2024”

Counsel for the complainant/respondent submits that the said timelines are acceptable to the complainant.

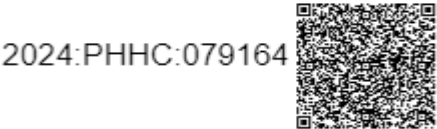
Adjourned to 2nd of April, 2024.”

9. On 02.04.2024, following order was passed:-

“Counsels are *ad idem* that the petitioner has deposited Rs.7 lakhs as undertaken by him and recorded so in order dated 20.03.2024.

Counsel for the petitioner submits that as per the same undertaking, the petitioner is required to pay Rs.10 lakhs more on or before 15.04.2024 and the petitioner shall abide by his stand.

Adjourned to 16.04.2024.”



10. An opportunity was granted to the petitioners on 16.04.2024. On 24.04.2024, counsel for the petitioners again sought adjournment to make payment good. On 25.04.2024, Rs.2 lakhs was paid and Rs.8 lakhs was still balance. On the said date, the petitioners were granted to pay an additional sum of Rs.1 lakh for having violated the timelines as per the settlement and was granted 15 days time.
11. Today, counsel for the petitioners submits that he has no instructions and the petitioners have not been able to arrange the funds.
12. In view thereof, the present petition is dismissed. Petitioners are further saddled with cost of Rs.1 lakh for violating the undertaking given to this Court. The same be deposited to be paid to respondent No.2-complainant.
13. Ordered accordingly.
14. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

10.05.2024
Dinesh

(PANKAJ JAIN)
JUDGE

Whether speaking/reasoned	Yes
Whether Reportable :	No