



211-2

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

CRM-M-34345-2020 (O&M)

Date of decision : 20.09.2024

Rajinder Manipal

...Petitioner(s)

Versus

State of Punjab

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present: Mr. Varshit Garg, Advocate,
for Mr. Rajesh Gupta, Advocate for the petitioner.

Mr. Ajaib Singh, Addl.A.G., Punjab.

Mr. Mohinder Kumar, Advocate,
for Mr. Naresh Jain, Advocate,
for the complainant.

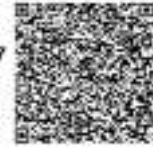
MAHABIR SINGH SINDHU, J.

Present petition has been filed under Section 439 of the Code of Criminal Procedure, 1973 for grant of bail pending trial to the petitioner in FIR No.137 dated 26.08.2020, under Sections 420, 467, 468, 471 & 120-B of the Indian Penal Code, 1860, registered at Police Station Model Town, District Ludhiana.

2. Allegations are that petitioner along with other co-accused forged the signatures of *de facto* complainant-Krishna Devi and prepared a fabricated agreement to sell dated 17.02.2016, with an intention to grab her property.

3. Learned counsel for the petitioner contends that petitioner was granted interim bail by the Coordinate Bench on 22.02.2021, but

the same was recalled vide order dated 20.03.2023. Again contended



that petitioner challenged aforesaid order dated 20.03.2023 before Hon'ble the Supreme Court and vide order dated 19.05.2023, it was directed that no coercive steps be taken against the petitioner and ultimately, said concession was made absolute vide order dated 06.09.2023. Further contends that the matter has been amicably settled between the parties, i.e. petitioner as well as complainant. Lastly contended that there is no complaint that petitioner is likely to influence the prosecution witnesses or hamper the trial, in any manner.

4. Learned State Counsel, on instructions, has fairly acknowledged the above factual position.

5. Factum of compromise between the parties, i.e. petitioner as well as the complainant, is also not disputed by learned counsel for the complainant.

6. Heard learned counsel for both the sides and perused the paper book.

7. It is a matter of record that petitioner was granted interim bail by the Coordinate Bench Court on 22.02.2021 and relevant part of the order reads as under:-

"It has been informed that cross-examination of the complainant has not been recorded so far.

Learned counsel for the complainant has, however, submitted before this Court that his client has infact offered to compromise the matter by giving the following three options:

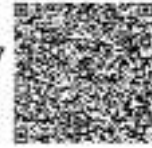
(i) by way of vacation of the premises in question;

(ii) by way of sale of the property to the accused or

(iii) by way of the accused making good the arrears of rent.

This Court finds that the aforesaid offer is quite a fair offer and the parties should infact try to amicably resolve the matter as that would put an end to the civil litigation as well as the criminal litigation.

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In order to enable the parties to effect an amicable settlement, this Court deems appropriate to grant interim bail to the petitioner so as to enable him to consider the aforesaid offer for the purpose of putting an end to the dispute amongst the parties.

The petitioner, as such, is ordered to be released on interim bail for a period of 1 month subject to his furnishing bail bonds/surety bonds to the satisfaction of the Chief Judicial Magistrate/Duty Magistrate concerned.

It is hoped that the parties would sit together or to seek the help of their respective counsel representing them before the Trial Court or before this Court to work out some compromise.

The parties are directed to appear before Mediation and Conciliation Center of this Court on 4.3.2021.

List on 6.4.2021.”

8. Although, above order was extended from time to time, but on 20.03.2023, same was recalled by the Coordinate Bench while observing as under:-

“Learned counsel for the petitioner submits that basically the dispute is between the landlord and tenant. Petitioner Rajinder Manipal is the tenant.

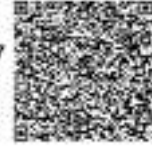
Learned counsel for the complainant has submitted that vide order dated 22.2.2021 petitioner was granted interim bail only to facilitate the amicable settlement of the dispute, however, he neither settled the dispute amicably nor paid any rent to the complainant since the year 2013. He has opposed the interim bail granted to the petitioner as he is misusing the benefit of interim bail.

Learned State counsel on instructions from HC Jatinder Kumar has also opposed the interim bail granted to the petitioner. He submits that in all there are 12 prosecution witnesses out of which only complainant has been examined. This court vide order dated 9.3.2023 had granted another opportunity to the petitioner to find any possibility of some amicable settlement of the dispute.

Learned counsel for the petitioner fairly submits that there is no possibility of amicable settlement of the dispute.

In view of the above position, this court finds that the interim bail granted to the petitioner deserves to be recalled. Ordered

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accordingly. Let the petitioner surrender before the concerned jail authorities within a period of two days from today.

List on 1.5.2023.”

9. Feeling aggrieved against the aforesaid order, petitioner approached Hon’ble the Supreme Court by way of filing SLP (Criminal) Nos.6604-6606/2023 and while issuing notice of motion on 19.05.2023, the following order was passed:-

“1. Learned counsel for the petitioner relies on the order dated 08.05.2023 passed in CRM-M-23131-2023, which reveals that the matter has been amicably settled between the petitioner and the complainant.

2. In that view of the matter, issue notice, returnable in eight weeks.

3. In addition to the usual mode, liberty is granted to the petitioner to serve notice through the Standing Counsel for the respondent/State.

4. By way of ad interim order, we direct that no coercive steps shall be taken against the petitioner.”

10. Still further, the interim concession granted by Hon’ble the Supreme Court on 19.05.2023 was made absolute vide order dated 06.09.2023 in the following manner:-

“1. Learned counsel for the petitioner states that the matter has been amicably settled between him and the complainant.

2. Learned counsel for the respondent/State does not dispute this position.

3. In that view of the matter, we are inclined to allow these special leave petitions.

4. Therefore, the order dated 19.05.2023 passed by this Court is made absolute and the special leave petitions are, accordingly, disposed of.

5. Pending application(s), if any, shall stand disposed of.”

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11. It is acknowledged by learned State that there is no allegation regarding misuse of concession of bail or any likelihood that petitioner may hamper the proceedings in case he is released on bail pending trial. Moreover, the matter has been amicably settled between petitioner as well as the complainant; therefore, sending the petitioner to custody at this stage would not serve any purpose.

12. Consequently, present petition is allowed. Petitioner shall be admitted to bail on furnishing bail/surety bonds to the satisfaction of learned trial Court/Chief Judicial Magistrate/Duty Magistrate concerned.

13. Petitioner shall appear on each & every date of hearing and to fully co-operate with the learned trial Court without seeking any unnecessary adjournment(s).

14. Above observations be not construed as an expression of opinion on merits of case, in any manner.

15. It is clarified that in case there is any misuse of concession of bail on the part of the petitioner, State of Punjab would be at liberty to move an appropriate application for recalling of this order.

Pending application(s), if any, shall also stand disposed off.

20.09.2024
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(MAHABIR SINGH SINDHU)
JUDGE

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