

208 IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CRM-M-48030-2023

Date of Decision:10.04.2024

GURMIT KAUR

...Petitioner

Versus

STATE OF PUNJAB

...Respondent

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present:- Mr. Sukhveer S. Killianwali, Advocate  
for the petitioner.  
Mr. Neeraj Madan, Sr. DAG, Punjab.  
Mr. Sunil Agnihotri, Advocate for the complainant.

HARSH BUNGER, J.(Oral)

1. Prayer in the present petition has been filed under Section 438 of the Code of Criminal Procedure seeking anticipatory bail in FIR No.139 dated 20.08.2022 registered under Sections 406, 420, 120-B of Indian Penal Code, 1860 and Section 24 of Immigration Act at Police Station Dasuya, District Hoshiarpur.

2. On 23.11.2023 the following order was passed by a Co-ordinate Bench of this Court:-

- “1.Learned counsel, on instructions from the petitioner, submits that he is ready for an amicable settlement with the complainant.*
- 2. Learned counsel for the complainant is not averse to the above submission of petitioner.*
- 3. In view of the above, let parties i.e. petitioner as well as complainant be relegated to the Mediation and Conciliation Centre of this Court on 20.12.2023, to explore the possibility of an amicable settlement, if any.*
- 4. Report of the Mediator be awaited for 26.02.2024.*
- 5. In the meanwhile, petitioner shall join investigation before the Investigating Officer. In the event of her arrest, the Arresting Officer would admit her to interim bail, till the next date of hearing, on furnishing adequate bail and surety bonds to his satisfaction. The petitioner shall also abide by all the conditions as envisaged under Section 438(2) of the Code of Criminal Procedure, 1973.”*

3. In pursuance of the aforesaid order, the parties had appeared before

the Mediation & Conciliation Centre of this Court and report of the mediator has

been received, wherein it has been stated that the parties have settled their dispute by way of an amicable settlement/agreement dated 03.04.2024.

4. The relevant terms of the compromise/settlement read as under:-

*“The following compromise/settlement has been arrived at between the parties hereto:-*

*a) It is agreed/settled between the parties that a sum of Rs.3,25,000/- (Rupees Three Lakhs and Twenty Five Thousand only) shall be paid by the first party/petitioner-Gurmit Kaur to the second party/complainant-Gurjeet Singh as full and final settlement of the instant dispute i.e. FIR No. 139 dated 20.08.2022 under Section 406, 420, 120-B of IPC and Section 24 of the Immigration Act, at Police Station Dasuya, District Hoshiarpur, Punjab qua petitioner-Gurmit Kaur only and the dispute would be finally resolved between the parties for all times to come.*

*b) That both the parties have mutually agreed that out of total amount of Rs 3,25,000/- (Rupees Three Lakhs and Twenty Five Thousand only), an amount of Rs.1,50,000/- (Rupees Twenty Five Thousand only) has been paid by the first party/petitioner-Gurmit Kaur to the second party/complainant-Gurjeet Singh through his son/Special Power of Attorney holder Kuljeet Singh by way of demand draft No.735917 dated 02.04.2024 drawn on Punjab National Bank, Mahal, District Amritsar, today i.e. 03.04.2024 in the Mediation & Conciliation Centre of this Hon'ble Court, which has been duly received by Kuljeet Singh, son/S.P.A. of complainant.*

*c) It is further agreed by the parties that the balance amount of Rs.1,75,000/- (Rupees One Lakh and Seventy Five Thousand only) shall be paid by the first party/petitioner-Gurmit Kaur to the second party/complainant-Gurjeet Singh in two instalments in the following manner:-*

*(i) The first instalment of Rs.75,000/- (Rupees Seventy Thousand only) shall be paid through Demand Draft in favour of Gurjeet Singh (complainant) at the time of recording of statement(s) of the complainant/second party before the Competent Court of Jurisdiction for quashing of the above- mentioned FIR qua petitioner-Gurmit Kaur only.*

*(ii) The second/final instalment of Rs.1,00,000/- (Rupees One Lakh only) shall be paid through Demand Draft in favour of Gurjeet Singh (complainant) at the time of final quashing of the above-mentioned FIR qua petitioner-Gurmit Kaur only before this Hon'ble High Court.*

*d) The first party/petitioner-Gurmit Kaur will file a petition for the quashing of the FIR No. 139 dated 20.08.2022 under Section 406, 420, 120-B of IPC and Section 24 of the Immigration Act, at Police Station Dasuya, District Hoshiarpur, Punjab in the first week of May, 2024. The second party/complainant undertakes to cooperate and to make the statement as required by law for Snel quashing of the above said FIR qua petitioner-Gurmit Kaur only and he will have no objection in the quashing of the FIR qua petitioner-Gurmit Kaur only.*

*e) Both the parties further undertake that they will not file any Civil or Criminal litigation against each other in future with regard to the present dispute”.*

5. Learned counsel for the petitioner submits that pursuant to the aforesaid order, the petitioner has joined the investigation.

6. Learned State counsel has not disputed the aforesaid fact of joining of investigation by the petitioner and submits that his custodial interrogation is not required at this stage.

7. Learned counsel for the complainant has submitted that in pursuance of the aforesaid settlement, the complainant has already received an amount of Rs.1.50 Lacs and the balance amount has to be paid in the aforesaid terms and conditions, settled between the parties.

8. Heard learned counsel for the parties.

9. Since the petitioner has joined the investigation and his custodial interrogation is not required at this stage, the present petition is allowed and the ad-interim order dated 23.11.2023 passed by a Co-ordinate Bench of this Court is made absolute.

10. However, the petitioner shall continue to join the investigation as and when required to do so and abide by all the conditions laid down under Section 438(2) Cr.P.C.

11. It is made clear that if the petitioner fails to comply with any of the bail conditions laid down under Section 438(2) Cr.P.C, the State would be at liberty to move an application for cancellation of this anticipatory bail granted to the petitioner.

12. It goes without saying that since the parties have amicably settled their dispute, they shall remain bound with the terms of settlement arrived between them.

13. Nothing expressed here-in-above shall be construed to be an observation on merits of the case and the facts and circumstances recorded above are only for consideration of the prayer for anticipatory bail at this stage.

14. The petition is accordingly disposed of.

**April, 10.2024**

himanshu

**(HARSH BUNGER)**  
**JUDGE**

|                            |        |
|----------------------------|--------|
| Whether reasoned/speaking: | Yes/No |
| Whether reportable:        | Yes/No |