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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-50955-2023(O&M)
Date of decision: 30.04.2024

Ranjeet Singh
...Petitioner
Versus
State of Punjab
...Respondent(s)

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present: Mr. Narinder Singh, Advocate for the petitioner.
Ms. Avneet, AAG, Punjab.
Mr. Amandeep Chabbra, Advocate for the complainant.

MAHABIR SINGH SINDHU, J.

First petition under Section 438 of the Code of Criminal Procedure (for short 'Cr.P.C.') has been filed for grant of pre-arrest bail to the petitioner in FIR No. 0157 dated 20.09.2023, under Section 420 of Indian Penal Code, 1860, registered at Police Station, Nathana, District Bathinda.

- (2) Allegations are that petitioner cheated complainant to the tune of Rs. 23 lakh on the pretext that his relatives are doing the business of emigration and he will send complainant to Canada on work permit, but after receiving the amount, petitioner neither sent the complainant to Canada; nor returned the money.
- (3) Contends that mater has been amicably settled between the parties i.e. petitioner as well as complainant.
- (4) Learned State counsel has shown ignorance about the settlement, if any.

(5) However, learned counsel for the complainant has acknowledged the factum of settlement effected between the parties at their own level.

(6) Heard learned counsel for the parties and perused the paper-book.

(7) This Court on 20.11.2023 while issuing notice of motion passed the following order:-

“It transpires that there is no formal notice of motion in this case.

Notice of motion.

On asking of the Court, Mr. C.L. Pawar, Addl. A.G., Punjab accepts notice on behalf of the respondent and seeks time to have instructions and/or file written response in the matter.

Posted for 10.01.2024.

Order dated 09.10.2023, passed by a Coordinate Bench, is modified to the extent that petitioner shall join investigation before the Investigating Officer. In the event of arrest, the Arresting Officer would admit him to interim bail in the present case, till the next date of hearing, on furnishing adequate bail and surety bonds to his satisfaction. The petitioner is also directed to abide by all the conditions as envisaged under Section 438 (2) of the Code of Criminal Procedure, 1973.”

(8) On 06.02.2024, both sides were relegated to the Mediation and Conciliation Centre of this Court. Now, report dated 14.03.2024 has been received from the Mediator and perusal of the same reveals that matter has been amicably settled between the parties i.e. petitioner as well as *de-facto*-complainant.

(9) Although State is not aware about the aforesaid settlement, but complainant has raised no objection to the prayer made by petitioner.

(10) It is noteworthy that settlement dated 14.03.2024 has been reduced into writing and relevant part of the same reads as under:-

“a) That the second party will pay an amount of Rs. 8,00,000/- (Eight Lakh) in shape of demand draft/cash in four installment as followed.

i) That the first installment of Rs. 1,00,000/- (Rupees One Lakh) out of Rs. 8,00,000/- shall be paid by the second party to the first party on or before 25.04.2024.

ii) That the second installment of Rs. 1,00,000/- (Rupees One Lakh) out of Rs. 7,00,000/- shall be paid by the second party to the first party on or before 25.05.2024.

iii) That the third installment of Rs. 2,00,000/- (Rupees Two Lakh) out of Rs. 5,00,000/- shall be paid by the second party to the first party on or before 25.07.2024.

iv) That the fourth and final installment of Rs. 4,00,000/- (Rupees Four Lakh) shall be paid by the second party to the first party on or before 25.12.2024.

b) That it is agreed between the parties that they will withdraw all the complaints/cases if any pending before any Court of law/Authority.

c) That second party have no objection if the present FIR No. 0157 dated 20.09.2023 under Section 420 of IPC at Police Station Nathana, Bathinda against the petitioner will be quashed or withdrawn by any court of law after getting full and final payment.

d) That both the parties have agreed that they have no objection, if the present case is disposed of by the Hon’ble High Court in view of the compromise arrived at between the parties.

e) This compromise has been reached between the parties in present case only without any pressure and both the parties have very happily agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound by the terms and conditions of this compromise. That in case the second party does not abide to the terms and conditions of the above said settlement, then the first party will be at liberty to take its recourse as per law or re-open the present case.”

(11) In view of above, there is no option except to allow the present petition. Consequently, petition is allowed; interim order dated 20.11.2023 is

made absolute subject to the conditions as envisaged under Section 438(2) Cr.P.C.

(12) However, it is also made clear that in case an occasion arises for further investigation, the petitioner shall fully co-operate with the Investigating Officer as and when called for this purpose.

(13) Needless to say that petitioner shall remain bound by the terms and conditions of settlement dated 14.03.2024.

(14) The above observations may not be construed as an expression of opinion on merits of the case; rather confined only to decide the present bail matter.

(15) It is made clear that in case of any recurrence on the part of the petitioner, the State would be at liberty to move an application for recalling of this order.

(16) Disposed off accordingly.

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

30.04.2024
Harish Kumar/v

(MAHABIR SINGH SINDHU)
JUDGE

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