



CRM-M-25066-2024(O&M)

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

208

CRM-M-25066-2024(O&M)
Date of Decision: 18.02.2025

Lovely

..... Petitioner

VERSUS

State of Punjab & anr.

.... Respondents

CORAM: HON'BLE MR. JUSTICE NAMIT KUMAR

Present: Mr. Varun Goyal, Advocate,
for the petitioner.

Mr. Yuvraj Singh Tiwana, AAG, Punjab.

Mr. R.K. Choudhary, Advocate
for respondent No.2.

NAMIT KUMAR, J. (ORAL)

1. The present petition has been filed by the petitioner (wife of respondent No.2) under Section 439(2) Cr.P.C seeking cancellation of anticipatory bail granted to respondent No.2 vide orders dated 05.09.2023 (Annexure P-2) and 14.11.2023 (Annexure P-4) in FIR No.59 dated 18.07.2023 registered under Sections 406 and 498-A IPC, at Police Station Women, Police Commissionerate, District Amritsar.

2. Respondent No.2 was granted anticipatory bail vide order dated 05.09.2023 (Annexure P-2) passed in CRM-M-44032-2023. The said order reads as under:-

*“The present petition has been filed under Section 438 of the
Code of Criminal Procedure, 1973 for grant of anticipatory*



bail to the petitioner in FIR No.59 dated 18.07.2023 under Sections 406 and 498-A of the Indian Penal Code, 1860 registered at Police Station Women Cell, Amritsar, District Amritsar.

Learned counsel for the petitioner, at the outset, states that the mother of the petitioner was granted the concession of anticipatory bail and she has since joined the investigation. Learned counsel for the petitioner would further contend that the petitioner is willing to return the gold articles of the complainant as well as to settle the matter.

Notice of motion.

Mr. M.S. Tiwana, AAG Punjab, who is present in Court, accepts notice on behalf of the respondent No.1-State while Mr. Varun Goyal, Advocate accepts notice on behalf of respondent No.2-complainant and has filed his vakalatnama, which is take on record.

Learned counsel for respondent No.2-complainant states that 9.5 tolas of gold articles are yet to be recovered from the petitioner. He, however, states that respondent No.2-complainant is open to exploring the possibility of a compromise.

Learned State counsel has pointed out that the bills qua the purchase of gold are of about Rs.2,00,000/-. Learned counsel for respondent No.2-complainant, however, states that as per his instructions the mother of the petitioner has made a statement that 9.5 tolas of gold, which constitute the istridhan of the complainant, is still in the custody of the mother of the petitioner.

The parties are directed to appear before the Mediation and Conciliation Centre of this Court on 18.09.2023. On the said date, the petitioner shall bring a demand draft of Rs.30,000/- in the name of respondent No.2-



complainant towards litigation expenses which shall be handed over to respondent No.2-complainant before the Mediator. Additionally, to show his bonafides, the petitioner shall also deposit an amount of Rs.3,00,000/- with the Registrar General of this Court which shall be invested in an FDR in some nationalized bank.

To await report of the Mediator, list on 14.11.2023.

Meanwhile, the petitioner is directed to join investigation as and when called for. In the event of arrest, the petitioner shall be admitted to interim bail on furnishing adequate surety and personal bonds to the satisfaction of the Arresting Officer. The petitioner shall also abide by all the terms and conditions as specified in Section 438(2) of the Code of Criminal Procedure, 1973.”

3. Learned counsel for the petitioner submits that even at that point of time, an amount of Rs.3,00,000/- was not deposited by respondent No.2 with the Registrar General of this Court as is clear from the settlement/agreement deed dated 03.10.2023 (Annexure P-3). He further submits that on joint request of the counsel for the parties, the matter was referred to the Mediation and Conciliation Center of this Court and vide settlement deed dated 03.10.2023, the compromise was effected between the parties. However, since respondent No.2 did not comply with the terms and conditions of the settlement, therefore, the instant petition has been preferred for cancellation of anticipatory bail granted to him. On 28.10.2024, the following order was passed:-

“Learned counsel for respondent No.2 on instructions states that respondent No.2 is still willing to settle the matter. However, both the parties do not seem to trust each other and,



therefore, terms and conditions of the compromise are not complied with.

In view of the above, let a Demand Draft of the complete settlement amount of Rs.9,00,000/-, in the name of the petitioner, be brought by respondent No.2 before this Court on the next date of hearing, which shall be kept with the Registrar of this Court till all disputes between the parties are resolved and once the FIR is quashed and divorce by way of mutual consent is granted, the said Demand Draft shall be handed over to the petitioner.

List on 11.11.2024.

To be shown in the urgent list.”

4. Thereafter, the matter came up for hearing on 04.12.2024 and the following order was passed:-

“The demand draft, as directed vide order dated 28.10.2024 passed by this Court, has not been brought by the learned counsel for respondent No.2. Today learned counsel for respondent No.2 is giving evasive answers as to whether respondent No.2 is willing to abide by the terms of the compromise. It has also been brought to the notice of the Court by the learned counsel for respondent No.1-State that respondent No.2 is not appearing before the Trial Court after the presentation of the challan. Even the quashing petition being CRM-M-2381-2024 has been dismissed for non-prosecution by this Court vide order dated 06.05.2024.

Last chance is granted to respondent No.2 to comply with the order dated 28.10.2024 passed by this Court failing which the Court shall be constrained to cancel the anticipatory bail granted to him.

List on 10.12.2024.

To be shown in the urgent list.”



5. Thereafter on 10.12.2024, a demand draft of Rs.5,00,000/- bearing No.001513, dated 07.12.2024 issued by HDFC Bank was handed over by respondent No.2 in Court and it was undertaken by respondent No.2 that he will deposit the balance amount of Rs.4,00,000/- within a period of three weeks and the said demand draft was ordered to be deposited with the Registrar (Judicial) of this Court, to be kept in a safe custody. The order dated 10.12.2024 reads as under:-

“A demand draft of ₹5,00,000 bearing No.001513 dated 07.12.2024 issued by HDFC Bank has been handed over by respondent No.2 in Court today. Respondent No.2 states that he will deposit the balance amount of ₹4,00,000 within a period of 3 weeks from today.

The parties are ad idem that once the entire amount of ₹9,00,000 is deposited in the Court, the petitioner would withdraw all the cases which have been filed by her as also that they would file a petition under Section 13-B of the Hindu Marriage Act, 1955 for grant of divorce by mutual consent. It is also stated that the petitioner would have no objection if respondent No.2 files a petition for quashing of the FIR in terms of the compromise.

List on 10.01.2025.

The aforesaid demand draft of ₹5,00,000 bearing No.001513 dated 07.12.2024 shall be handed over to the Registrar (Judicial) of this Court to be kept in a safe custody.”

6. On 10.01.2025, the matter was adjourned for today. Learned counsel for the petitioner submits that respondent No.2 is violating the terms and conditions of the settlement. Despite the order dated 04.12.2024, passed

by this Court, whereby it was made clear that last chance is granted to respondent No.2 to comply with the order dated 28.10.2024 passed by this Court, failing which the Court shall be constrained to cancel the anticipatory bail granted to him, respondent No.2 has not paid the remaining amount of Rs.4,00,000/- in terms of the settlement dated 03.10.2023.

7. In this view of the matter, the present petition is allowed and the anticipatory bail granted to respondent No.2-Rajeev Arora vide order dated 05.09.2023 (Annexure P-2), which was confirmed vide order dated 14.11.2023, is hereby cancelled. The Registrar (Judicial) is directed to hand over the demand draft of Rs.5,00,000/- bearing No.001513, dated 07.12.2024 to the petitioner-wife namely Lovely, within a period of 10 days from today.

8. Pending application(s), if any, also stand disposed of.

18.02.2025

monika

Whether speaking/reasoned

Whether reportable

(NAMIT KUMAR)

JUDGE

: Yes/No

: Yes/No