

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

**CRM-M-27515-2019
Date of decision: 30.01.2020**

Jasvir Singh

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present:- Mr. S. P. Soi, Advocate
for the petitioner.

Mr. A. P. S. Gill, DAG, Punjab.

Mr. Shiv Kumar, Advocate
for the complainant.

ARVIND SINGH SANGWAN, J. (Oral)

The petitioner prays for grant of anticipatory bail in FIR No. 63 dated 30.05.2019, registered under Sections 406 and 420 of the IPC at Police Station Kartarpur, District Jalandhar (Rural).

On 01.07.2019, noticing the fact that petitioner was willing to settle the matter with the complainant and to pay back the amount received, he was granted interim anticipatory bail and on 24.09.2019, the matter was referred to Mediation and Conciliation Centre of this Court.

Learned counsel for the parties are *ad idem* that the matter stands settled amicably before the Mediation and Conciliation Centre of this Court on 18.12.2019 and a written settlement/agreement has been arrived at between the parties. Clause 7 of the said settlement/agreement reads as under:

“7. That both the parties have settled their dispute on the following terms and conditions:-

a) That both the parties have agreed to settle the present dispute for an amount of Rs.37,24,500/- (Rupees Thirty Seven Lacs Twenty Four Thousand and Five Hundred only), which is payable by the first party-Jasvir Singh to the second party. Out of which, Rs.8,00,000/- (Rupees Eight Lacs only) will be paid by the first party by way of Demand Draft in favour of Deep Poultry Farm in Account No.915020002573675 Axis Bank, Bagria Branch, Bholath, District Kapurthala IFSC Code-UTIB0002285 on 30.01.2020 on the date fixed before this Hon'ble Court in the present case. The first party shall also hand over three post-dated cheques i.e. (i) First cheque for an amount of Rs.5,00,000/- (Rupees Five Lacs only) dated 10.06.2020, (ii) Second cheque for an amount of Rs.4,00,000/- (Rupees Four Lacs only) dated 25.11.2020 and (iii) Third cheque for an amount of Rs.3,24,500/- (Rupees Three Lacs Twenty Four Thousand and Five Hundred only) dated 01.02.2021, to the second party on the same date i.e. 30.01.2020 before this Hon'ble High Court along with the demand draft of Rs.8,00,000/-.

b) That Bipan Kumar Mehta-second party filed a Civil Suit bearing No.CIS NO. CS-1447-2019 titled 'Bipan Kumar Vs. Jasbir Singh' for specific performance of the agreement to sell dated 13.09.2018 for execution of sale deed as per the terms of the agreement to sell in respect of the land measuring 24 Kanals 5 Marlas 4.5 Sarsai, situated at village Shivdasspur, Sub Tehsil Kartarpur, District Jalandhar as per jamabandi for the year 2012-2013 in Civil Court at Jalandhar, in which ex-parte ad-interim injunction was granted to the plaintiff/second party and the defendant/first party was restrained from alienating, selling, mortgaging or disposing off the disputed premises vide order dated

25.06.2019, passed by Civil Judge (Jr. Division) Jalandhar (Vacation Judge).

That after receipt of first installment of Rs.8,00,000/- (Rupees Eight Lacs only) by the second party, the second party-Bipan Kumar Mehta shall after receiving the certified copy of order of this Hon'ble High Court in the present case shall within one week file for withdrawing of ex-parte ad-interim injunction granted to the plaintiff/second party in the pending Civil Suit bearing No.CIS NO. CS-1447-2019 titled 'Bipan Kumar Vs. Jasbir Singh' before the Civil Court, Jalandhar.

c) That the first party after vacation of ex-parte ad interim injunction of the present disputed land shall apply for loan immediately with prior intimation to the second party who shall accompany the first party to Canara Bank, MDSD School, Kapurthala for apply for loan against the said disputed land.

d) That the first party shall apply for raising loan of Rs.17,00,000/- (Rupees Seventeen lacs only) from Canara Bank, MDSD School, Kapurthala against the said disputed land. The loan amount of Rs.17,00,000/- (Rupees Seventeen lacs only) so released by the Canara shall be transferred directly by the Bank in account of Deep Poultry Farm in Account No.915020002573675 Axis Bank, Bagria Branch, Bholath, District Kapurthala IFSC Code-UTIB0002285. The first party shall give his consent to the bank in writing for transferring the amount of Rs.17,00,000/- (Rupees Seventeen lacs only) in the above-mentioned account of the second party.

e) It has been mutually agreed that the first party in the said FIR shall file a petition for seeking quashing of FIR No.63 dated 30-5-2019 under Section 406 and 420 of IPC, Police Station Kartarpur, District Jalandhar Rural on the basis of compromise before the Hon'ble Punjab &

Haryana High Court after receipt of full and final settled amount and the second party shall be bound to make the statement by giving no objection to the quashing of the aforesaid case.

f) That the second party-Bipan Kumar Mehta shall only withdraw for the ex-parte ad-interim injunction in the Civil suit of specific performance pending before the Civil Court, Jalandhar after receiving the amount of Rs.8,00,000/- and three post-dated cheques from the first party. That the Civil Suit of specific performance shall remained pending and shall be withdrawn by Bipan Kumar Mehta after receiving full and final amount of Rs.37,24,500/- from the first party.”

Today, learned counsel for the petitioner has handed over a demand draft of Rs. 8 Lakh and three post dated cheques to learned counsel for the complainant with an assurance that on presentation before the bank, the same will be encashed.

In view of the above, the petition is allowed and the interim bail granted to the petitioner, vide order dated 01.07.2018, is made absolute subject to the conditions envisaged under Section 438(2) Cr.P.C.

It is made clear that in case the terms and conditions of the said settlement/agreement are violated or the aforesaid post dated cheques are not honoured by the bank, it will be open for the complainant to revive the present petition.

30.01.2020

Wasem Ansari

**(ARVIND SINGH SANGWAN)
JUDGE**

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No