



CRM-M-30454-2024 (O&M)

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

**CRM-M-30454-2024 (O&M)
Date of Decision: 19.09.2024**

Parveen Ali

..... Petitioner

Versus

State of Haryana

..... Respondent

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Pawan Attri, Advocate
for the petitioner.

Mr. Rajneesh Chadwal, AAG, Haryana.

Mr. Vishal Singh, Advocate
for the complainant.

HARSH BUNGER J. (ORAL)

CRM-28455-2024

This is an application for impleading Robin Sharma
(complainant) as respondent No.2.



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For the reasons mentioned in the application, the same is allowed as prayed for.

CRM-28456-2024

This is an application for placing on record Annexures C/1 to C/5.

For the reasons mentioned in the application, the same is allowed and Annexures C/1 to C/5 are taken on record, subject to all just exceptions.

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Petitioner (Parveen Ali) has filed this second petition under Section 438 of the Code of Criminal Procedure seeking grant of anticipatory bail to the petitioner in case FIR No.0096 dated 03.05.2024, under Sections 406, 420 of the Indian Penal Code, 1860 (Sections 467, 468 and 471 of IPC were added later on), registered at Police Station Barara, District Ambala (Annexure P-1).

2. The earlier petition (CRM-M-27516-2024) was dismissed as withdrawn vide order dated 05.06.2024.
3. Status report dated 12.07.2024 by way of an affidavit of Mr. Suresh Kumar, HPS, Deputy Superintendent of Police, Barara, District Ambala has been filed on behalf of the respondent-State, which is already on record.
4. Briefly, the aforesaid case FIR was registered on the basis of the complaint made by respondent No.2-Robin Sharma (complainant) alleging that the petitioner (Parveen Ali) along with other persons has cheated him

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and his family members by taking an amount of Rs.17,00,000/- on the pretext of sending him abroad. It is averred that the petitioner has neither sent the complainant (Robin Sharma) to Canada on work visa nor returned the money to the complainant. It is further alleged that the petitioner (Parveen Ali) has also threatened the complainant to kill him. Accordingly, the aforesaid FIR was registered.

5. Vide order dated 09.08.2024, the parties were referred to the Mediation and Conciliation Centre of this Court to explore the possibility of amicable settlement. A report of the mediator has been received, wherein it is stated that the matter has been amicably settled between the parties vide settlement/compromise dated 17.09.2024, the relevant terms thereof read as under:

“7. That both the parties have decided to compromise the matter on the following terms and conditions:-

a) The matter has been settled with the final amount of Rs.8,00,000/-(Rupees Eight Lacs only) which is returned by the first party to the second party and it is clarified that Rs. 1,00,000/- already deposited by the first party before this Hon'ble Court which is also disbursed in favour of second party and remaining Rs.7,00,000/- (Rupees Seven Lacs only) would be payable on or before 17.02.2025, if first party is not capable to pay Rs.7,00,000/- (Rupees Seven Lacs only) at that time and the other option of instalments and first instalment of Rs.2,63,000/-(Rupees Two lacs and Sixty Three Thousand only) paid on 17.02.2025 and second instalment of Rs.2,63,000/- (Rupees Two lacs and Sixty Three Thousand only) on or before 17.05.2025 and remaining last and final third instalment of



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Rs. 2,63,000/- (Rupees Two lacs and Sixty Three Thousand only) on or before 17.08.2025.

b) It is clarified that Rs.90,000/- (Rupees Ninety Thousand only) added in instalments or the interest part of Rs.7,00,000/- (Rupees Seven Lacs only).

c) That the first party is bound to give statement before this Hon'ble Court for Rs. 1,00,000/- disbursed to the second party which is already deposited before this Hon'ble Court.

d) That it is further agreed between the parties that after the completion of aforesaid terms, the second party is bound to give statement for quashing of FIR and fully cooperate the first party without any further delay and shall make statements/affidavits if any required.

e) That after the present settlement, both the parties have not any grudge against each other and the present settlement/agreement has been written with the fully consent of both the parties.”

6. Learned counsel for the petitioner submits that the petitioner is innocent and that the matter has been amicably settled between the parties vide settlement/compromise dated 17.09.2024. Learned counsel next submits that the petitioner is ready and willing to join the investigation as and when required by the Investigating Agency, accordingly prayer for grant of anticipatory bail has been made.

7. Since the matter has been settled between the parties, learned counsel for the complainant does not oppose the prayer for grant of bail to the petitioner.

8. In view of the settlement amongst the parties, learned State counsel also does not raise any objection to the grant of bail to the petitioner.



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8.1 However, learned State counsel as well as learned counsel for the complainant submit that in case of non compliance of terms of settlement by the petitioner or on account of violation of bail order, the State as well as the complainant be granted liberty to seek revival of this petition.

9. Keeping in view the aforementioned facts and circumstances and without expressing any opinion on the merits of case since the matter has been amicably settled between the parties, the instant petition is accepted and it is ordered that the petitioner, in the event of his arrest, shall be released on bail subject to his furnishing personal bonds and surety bonds to the satisfaction of Arresting/Investigating Officer. However, the petitioner shall join the investigation as and when called upon to do so and cooperate with the Arresting/Investigating Officer and shall also abide by the conditions as provided under Section 438 (2) Cr.P.C.

9.1 It is directed that the parties shall remain bound by the terms of settlement/compromise dated 17.09.2024 arrived at between them. It is further directed that the amount of Rs.1,00,000/- which was deposited by the petitioner vide demand draft dated 31.07.2024, bearing No.500105, drawn on ICICI Bank, be also released in the favour of complainant (Robin Sharma).

9.2 It is made clear, in case, the petitioner fails to comply with the terms of settlement arrived between the parties or violates any condition of bail order or fails to join the investigation or does not cooperate with the investigation then the State as well as the complainant shall be at liberty to seek revival of this petition or to move an application for cancellation of the



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anticipatory bail granted to the petitioner.

10. The instant petition is accordingly disposed of in the aforesaid terms.

11. All pending application(s), if any, shall also stand closed.

19.09.2024

Himani

(HARSH BUNGER)
JUDGE

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| 1. Whether speaking/reasoned : | Yes/No |
| 2. Whether reportable : | Yes/No |