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CRM-M-51537-2025 (O & M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH
(219) CRM-M-51537-2025 (O & M)
Reserved on:23.09.2025
Date of Pronouncement:26.09.2025

Joginder Lal

... Petitioner(s)

V/s

State of Punjab and another

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. Navjot Singh, Advocate,
for the petitioner.

Mr. Harkanwar Jeet Singh, AAG, Punjab

JASJIT SINGH BEDI, J. (Oral)

The prayer in the present petition under Section 483(3) read with Section 528 of the BNSS, 2023 is for cancellation of the anticipatory bail granted to respondent No.2 in case FIR No.101 dated 08.07.2025 (Annexure P-1) under Sections 316(2), 318(4) of the BNS, 2023 registered at Police Station Anandpur Sahib, District Rupnagar, Punjab vide order dated 22.08.2025 (Annexure P-2) in CRM-M-46308-2025.

2. The brief facts of the case are that an FIR No.101 dated 08.07.2025 under Sections 316(2), 318(4) of the BNS, 2023, Police Station Anandpur Sahib, District Rupnagar, Punjab, came to be registered against respondent No.2-Gurpreet Singh at the instance of the petitioner-complainant/Joginder Lal. Respondent No.2-Gurpreet Singh sought the

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concession of anticipatory bail before this Court by way of a petition bearing No.CRM-M-46308-2025. At the time of arguments, it was contended on his behalf that a compromise had been arrived at with the petitioner-complainant/Joginder Lal for an amount of Rs.15,05,000/- and Rs.6,60,000/- had been paid to the petitioner-complainant and the remaining amount of Rs.8,45,000/- was to be paid in equal monthly instalments of Rs.40,000/- to him (complainant) on or before the 7th date of every month in terms of the compromise. Pertinently, the compromise was not annexed with the aforesaid petition and the petitioner-complainant was not a party to the said petition.

3. Based on the contentions raised regarding the compromise, this Court granted anticipatory bail to the respondent No.2/Gurpreet Singh vide order dated 22.08.2025. A copy of the said order is attached as Annexure P-2 to the petition.

4. The aforementioned order is under challenge in the present petition.

5. The learned counsel for the petitioner-complainant/Joginder Lal contends that the respondent No.2-Gurpreet Singh was granted the concession of anticipatory bail on the basis of fraud and misrepresentation. Though, a compromise had been arrived at between the parties which was for a sum of Rs.15,05,000/- after adjustment of Rs.6,60,000/- to be paid in 18 instalments (i.e. 14 equated monthly instalments for a sum of Rs.50,000/- and 04 instalments for a sum of Rs.2,00,000/- each) the

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respondent No.2 contended in his anticipatory bail petition that since Rs.6,60,000/- already stood paid, only Rs.8,45,000/- remain to be paid. Further, no amount was being paid by way of monthly instalments as per the terms of the compromise. He, however, fairly concedes that after notice in the instant petition had been issued by this Court, a sum of Rs.40,000/- has been deposited by the respondent No.2-Gurpreet Singh with the bank of the petitioner-complainant. He, therefore, contends that once the concession of anticipatory bail was granted on account of fraud and misrepresentation, the said order was liable to be set aside and the respondent No.2-Gurpreet Singh be committed to custody.

6. None has appeared on behalf of respondent No.2 despite service.

7. The learned counsel for the State has filed a reply/status report dated 22.09.2025 by way of an affidavit of Ajay Singh, PPS, Deputy Superintendent of Police, Sub Division Sri Anandpur Sahib, District Rupnagar, which is taken on record. While referring to the said reply, he contends that it has been found that a compromise had been arrived at between the parties which is attached as Annexure P-4 to the petition. As per the terms of the compromise, Rs.15,05,000/- remained to be paid after adjustment of Rs.6,60,000/- in EMIs. In fact, respondent No.2-Gurpreet Singh had misrepresented to this Court that out of Rs.15,05,000/-, Rs.6,60,000/- stood paid and only Rs.8,45,000/- remained to be paid in EMIs of Rs.40,000/-. Therefore, the bail granted ought to be cancelled.

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8. I have heard the learned counsel for the parties.

9. Admittedly, FIR No.101 dated 08.07.2025 (Annexure P-1) under Sections 316(2), 318(4) of the BNS, 2023, Police Station Anandpur Sahib, District Rupnagar, Punjab, was registered against respondent No.2-Gurpreet Singh. He sought the concession of anticipatory bail. The compromise now attached as Annexure P-4 was not annexed with the said anticipatory bail and nor was the petitioner-complainant a party in the petition. However, an averment was made that the settlement was for an amount of Rs.15,05,000/- out of which Rs.6,60,000/- stood paid and only Rs.8,45,000/- remained to be paid. On the contentions raised by the respondent No.2-Gurpreet Singh (petitioner in the aforesaid petition) regarding the compromise and the factum of monthly instalments being paid to the petitioner-complainant under the compromise, anticipatory bail was granted. However, a perusal of the compromise attached as Annexure P-4 to the instant petition admitted to be correct as per the reply filed by the State, would reveal that a sum of Rs. 15,05,000/- remained to be paid even after the adjustment of Rs.6,60,000/-. Further, respondent No.2-Gurpreet Singh has not paid any instalments as envisaged under the compromise other than Rs.40,000/- having been paid after notice was issued in the instant petition. He has also chosen not to put in appearance before this Court to clarify his position. Apparently, not only has he misrepresented the terms of the compromise before this Court on the basis of which he has been granted the concession of anticipatory bail but has also not paid the EMIs and chosen to

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not appear in the instant petition. It would also be relevant to mention here that the compromise in question was arrived at even prior to the registration of the FIR which came to be registered only because the respondent No.2- Gurpreet Singh did not adhere to the terms of the compromise. Pertinently, respondent No.2 has criminal antecedents and is an accused in six other cases, though, some of them have been cancelled/compounded on the basis of a compromise. Therefore, the act and conduct of the respondent No.2- Gurpreet Singh is such that he is not entitled to the concession of anticipatory bail.

10. In view of the above, I find considerable merit in the present petition and therefore, the order dated 22.08.2025 (Annexure P-2) vide which the respondent No.2-Gurpreet Singh has been granted the concession of bail is set aside. He is directed to surrender forthwith.

11. A copy of this order be forwarded to the Senior Superintendent of Police, Rupnagar for necessary compliance.

12. The pending application(s), if any, shall stand disposed of accordingly.

September 26, 2025
sukhpreet

(JASJIT SINGH BEDI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No