

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

212

2025:PHHC:163719



CRM-M-56266-2025 (O&M)
Date of decision: 26.11.2025.

ATUL KUMAR @ ATUL KUMAR ARORA

...Petitioner(s)

VERSUS

STATE OF PUNJAB AND ANOTHER

...Respondent(s)

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present :- Mr. Rakesh Kumar, Advocate,
for the petitioner.

Mr. Mohit Kapoor, Sr. DAG, Punjab.

VINOD S. BHARDWAJ, J. (Oral)

The present first petition under Section 483 of the Bharatiya
Nagarik Suraksha Sanhita, 2023, is filed for grant of regular bail to the
petitioner in case bearing FIR No.248 dated 03.10.2024, under Section(s)
406, 420 and 120-B of the Indian Penal Code, 1860, registered at Police
Station Kharar, District S.A.S. Nagar.

2 Learned counsel appearing for the petitioner submits that the
matter has already been compromised between the parties as per the report
received from the Mediation and Conciliation Centre which was part of the
trial Court file. The complainant had already appeared before the Court of

Sessions and had made a statement that he had got registered the aforesaid FIR in relation to which the compromise has been effected as per which one cheque dated 20.08.2025 for a sum of Rs.2 Lakhs and Rs.50,000/- in cash have been handed over to him. He also expressed that he has no objection if bail is granted to the petitioner and consequent thereto, vide order dated 06.08.2025, the petitioner was granted interim bail till 27.08.2025 to await encashment of the cheque.

4 Counsel for the petitioner contends that as per the trial Court order dated 27.08.2025, the cheque in question was not encashed on account of certain irregularities in the same. He submits that the petitioner was accordingly directed to appear before the Court and to surrender. He submits that on the next date of hearing i.e. on 04.09.2025, the petitioner tendered the entire amount of Rs.2 lakhs in cash to the complainant as per the terms of settlement. He thus submits that the liability agreed to be discharged by the petitioner as per the settlement arrived at between the parties before the Mediation and Conciliation Centre of the trial Court already stands satisfied and accordingly the case was adjourned by the trial Court to make the remaining payment. Counsel contends that now the respondent is not appearing and he is claiming that a further a sum of Rs.1 Lakh be paid to him towards litigation expenses which was never a part of the settlement arrived at between the parties.

5 State counsel does not dispute the above factual aspects.

6 Having heard the learned counsel for the parties and without going further into the merits of the case, the interim regular bail granted to the petitioner by the Additional Sessions Judge, S.A.S. Nagar, Mohali vide

order dated 06.08.2025 and as extended vide order dated 04.09.2025 is made absolute. Accordingly, the present petition is allowed.

7 It is made clear that the petitioner shall not extend any threat and shall not influence any prosecution witnesses in any manner directly or indirectly.

8 The observation made hereinabove shall not be construed as an expression on the merits of the case and the trial Court shall decide the case on the basis of available material.

9 Since the main case itself has been decided, CRM-40286-2025 seeking extension of interim bail also stands disposed of accordingly.

November 26, 2025.
raj arora

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No