(2026:JHHC:32372)

IN THE HIGH COURT OF JHARKHAND AT RANCHI
Cr.M.P. No.2110 of 2026

Anand Kumar Mehta, aged about 42 years, S/o Balram Mahto, R/o-Village-Uchari, P.O. & P.S.-Garhwa, District-Garhwa, Jharkhand.

… Petitioner

Versus

1. The State of Jharkhand

2. Awdhesh Kumar, S/o Bigan Ram, R/o Village-Sirhe, P.O.-Nawada, P.S.-Meral, District-Garhwa, Jharkhand.

… Opposite Parties

For the Petitioner : Mr. Rahul Pandey, Advocate
: Ms. Kaushiki Mishra, Advocate
For the State : Mr. Subodh Kr. Dubey, Addl.P.P.
For the O.P. No.2 : Mr. Sabyasanchi, Advocate

P R E S E N T

HON'BLE MR. JUSTICE ANIL KUMAR CHOUDHARY

I.A. No.15615 of 2026

Heard the parties.

Learned counsel for the petitioner submits that this interlocutory application has been filed with the prayer for early hearing of the instant Cr.M.P.

Since, the hearing of instant Cr.M.P. is taken up today, hence, this interlocutory application stands disposed of being infructuous.

(Anil Kumar Choudhary, J.)

Cr.M.P. No.2110 of 2026

By the Court:- Heard the parties.

2. This Criminal Miscellaneous Petition has been filed invoking the jurisdiction of this Court under Section 528 of the BNSS, 2023 with the

prayer to quash and set aside the order dated 13.05.2026 passed in Criminal Revision No.13 of 2026 by learned Sessions Judge, Garhwa whereby and where under the learned Sessions Judge, Garhwa dismissed the criminal revision petition filed by the petitioner challenging the order dated 17.12.2025 passed by the learned SDJM, Garhwa in Meral P.S. Case No.161 of 2024 whereby and whereunder the learned SDJM, Garhwa cancelled the bail of the petitioner and also to quash the order dated 17.12.2025 passed by the learned SDJM, Garhwa in Meral P.S. Case No.161 of 2024.

3. The brief facts of the case is that the petitioner was granted anticipatory bail by the learned Sessions Judge, Garhwa by holding that in the event of the arrest of the petitioner by police or surrender before the court concerned within 15 days from the date of the order i.e. 04.12.2024, the petitioner shall be released on bail on furnishing bail bond of Rs.20,000/- with two sureties and the petitioner will comply with the terms and conditions of the mediation. The said anticipatory bail order was passed consequent upon amicable settlement between the parties in course of mediation and after mediation, a mediation settlement agreement was prepared. The petitioner during the mediation proceedings agreed to pay Rs.10,27,000/- to the informant by two cheques of Rs.5,13,500/- each. The petitioner issued cheque of Rs.5,13,500/- on 03.06.2025 in favour of the informant, but the said cheque was dishonoured because of insufficiency of funds and in spite of demand notice for payment of the cheque amount was served upon the

petitioners, still the petitioner did not pay the said amount, so alleging that the petitioner has violated the condition of the bail, the petition for cancellation of the bail was filed. The learned SDJM, Garhwa considered that the settled principle of law that ordinarily, there cannot be automatic cancellation of bail when there is non-fulfilment of terms of settlement agreement by the accused and in this respect, referred to the judgment of the Hon'ble Supreme Court of India in the case of **Biman Chatterjee vs. Sanchita Chatterjee** reported in **(2004) 3 SCC 388**, and considering that the accused had himself offered to pay the settlement amount of Rs.10,27,000/- to the informant for the privilege of anticipatory bail being granted to him, he cannot be allowed to take advantage of his own failure to comply with the terms of settlement and escape from his liability and went on to cancel the bail of the petitioner and ordered for issuance of NBW against the petitioner. Being aggrieved by the said order, the petitioner filed Criminal Revision No.13 of 2026 in the Court of learned Sessions Judge, Garhwa and vide order dated 13.05.2026, the learned Sessions Judge, Garhwa held that since the Hon'ble Supreme Court of India in the case of State of **Karnataka vs. Vinay Rajshekharappa Kulkarni** reported in **(2025) Live Law SC 669** has held that if there was a violation of bail conditions even the trial court can cancel the bail granted by the High Court or Supreme Court and as per the copy of the mediation report, the parties agreed to settle the dispute for Rs.10,27,000/- and according to the Section 482(2) of the BNSS, 2023, the Court has been authorized to impose conditions, the order granting bail imposing the

condition of payment of the said amount is in order and without finding any illegality in the order impugned before it, dismissed the criminal revision.

4. Learned counsel for the petitioner relies upon the judgment of this Court in the case of **Jyotshna Sharma @ Jyotsana Anand vs. The State of Jharkhand and Others** reported in **2022:JHHC:12333** and submits that, in that case, this Court relied upon the judgment of the Hon'ble Supreme Court of India in the case of **Pritpal Singh vs. State of Bihar** reported in **2001 SCC OnLine SC 123**, paragraphs-4 & 5 of which reads as under:-

> *4. "The dispute raised in the case relates to eviction of the appellant who is the tenant from the premises of which the respondent is the owner. Previously, there was a compromise between the parties in which it was agreed inter alia that the appellant will pay certain amount to the respondent and vacate the premises by the time stipulated. On the allegation that the appellant has failed to comply with the terms of the compromise by not vacating the premises in question within the time stipulated, the petition for cancellation of bail was filed. It is stated by learned counsel for the appellant that neither was any averment made in the petition about misuse of liberty granted to the appellant nor was any difficulty alleged to have been faced by the prosecution in the case on the ground of the appellant being at large.*
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> *5. The Magistrate cancelled the bail granted to the appellant solely on the ground that the terms of the compromise had not been complied with. To say the least, the ground on which the petition for cancellation of bail was made and was granted is wholly untenable. It is our view that the order if allowed to stand will result in abuse of the process of court. The High Court clearly erred in maintaining the order. Therefore, the order passed by the Magistrate cancelling the bail and the order of the High Court confirming the said order are set aside. The bail order is restored. The appeal is allowed." (Emphasis supplied)*

Wherein the Hon'ble Supreme Court of India considering that the Magistrate cancelled the bail granted to the appellant before the Hon'ble

Supreme Court of India solely on the ground that the terms of the compromise had not been complied with and went on to observe that the ground on which the petition for cancellation of bail was made, was wholly untenable and this Court, in that case, laid down the following grounds for cancellation of bail, broadly (illustrative and not exhaustive) are as under:-

(i) by indulging in similar criminal activity,
(ii) interfering with the course of investigation,
(iii) attempted to tamper with evidence or witnesses,
(iv) threaten witnesses or indulge in similar activities which would hamper smooth investigation,
(v) there is likelihood of their fleeing to another country,
(vi) attempted to make themselves scarce by going underground or becoming unavailable to the investigating agency,
(vii) attempted to place themselves beyond the reach of his surety, etc.

and also went on to hold that the bail once granted should not be cancelled in a mechanical manner without considering whether any supervening circumstances have rendered it no longer conducive to a fair trial to allow the accused to retain his freedom by enjoying the concession of bail during the trial.

5. Learned counsel for the petitioner next submits that both the courts below have passed the impugned orders by throwing the principle of law to woods and also bypassing the mandate of Section 22(3) of the Mediation Act, which prohibits proceedings of mediation from being

used in any Court of law. It is lastly submitted that the prayer, as prayed for in the instant Cr.M.P, be allowed.

6. Learned Addl.P.P. appearing for the State and the learned counsel for the opposite party No.2 on the other hand vehemently oppose the prayer of the petitioner made in the instant Cr.M.P and submit that no illegality has been committed by both the courts below and since the petitioner has not only failed to honour his promise to pay Rs.10,27,000/-, but also issued a cheque which was dishonoured and the bail was never granted on merit, but was granted on compromise, hence, the bail granted to the petitioner has rightly been cancelled. Therefore, it is submitted that this Cr.M.P., being without any merit, be dismissed.

7. Having heard the rival submissions made at the Bar and after carefully going through the materials available in the record, it is pertinent to mention here that it is a settled principle of law that in the anticipatory bail was granted to the petitioner with, the only condition imposed was that the petitioner has to furnish bail bond of Rs.20,000/- with two sureties and to comply with the terms and conditions of the mediation.

8. Now coming to the facts of the case, the bail granted to the petitioner was cancelled solely on the ground that the terms of compromise have not been complied. As has been held by the Hon'ble Supreme Court of India in the case of **Pritpal Singh vs. State of Bihar (supra),** such a ground for cancellation of bail, has been held to be wholly untenable.

9. Under such circumstances, this Court, in view of the settled principle of law in the case of **Pritpal Singh vs. State of Bihar (supra),** has no hesitation in holding that the learned SDJM, Garhwa in order dated 17.12.2025 passed in Meral P.S. Case No.161 of 2024 has committed a grave illegality by cancelling the bail granted to the petitioner in terms of the order dated 04.12.2024 in A.B.P. No.1019 of 2024 solely on the ground that the terms of compromise had not been complied with and the learned Sessions Judge, Garhwa has also committed a grave illegality by upholding such an illegal order by his order dated 13.05.2026 passed in Criminal Revision No.13 of 2026.

10. Accordingly, both the order dated 13.05.2026 passed in Criminal Revision No.13 of 2026 passed by the learned Sessions Judge, Garhwa and the order dated 17.12.2025 passed in Meral P.S. Case No.161 of 2024 by the learned SDJM, Garhwa respectively is quashed and set aside and the bail of the petitioner in connection with Meral P.S. Case No.161 of 2024 is restored.

11. In the result, this Cr.M.P., is allowed to the aforesaid extent only.

(Anil Kumar Choudhary, J.)

High Court of Jharkhand, Ranchi
Dated the 04th of November, 2026
AFR/ Abhiraj

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