

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

203

2026:PHHC:005814



CRM-M-2838-2025 (O&M)
Date of decision: 16.01.2026.

PREM VATI

...Petitioner(s)

VERSUS

STATE OF PUNJAB AND ANOTHER

...Respondent(s)

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

Present :- Mr. Yadwinder Singh, Advocate,
for the petitioner.

Ms. Savi Nagpal, AAG, Punjab.

Mr. Munish Mittal, Advocate,
for respondent No.2.

VINOD S. BHARDWAJ, J. (Oral)

The instant petition has been filed under Section 528 read with Section 483(3) of the Bharatiya Nagarik Suraksha Sanhita, 2023, for seeking cancellation of the anticipatory bail granted to respondent No.2 vide order dated 23.08.2024 passed in CRM-M-29802-2024 titled as 'Jung Bahadur Vs. State of Punjab' in FIR bearing No.37 dated 14.05.2024, under Section(s) 406, 420 and 120-B of the Indian Penal Code, 1860, registered at

Police Station Dhakoli, District S.A.S. Nagar, Mohali,

2 Learned counsel appearing on behalf of the petitioner contends that the petitioner is the exclusive owner of House No.175 measuring 60 sq. yards, situated at SCS Green, Ward No.8, Dhakoli, Zirakpur, Mohali, having purchased the same from respondent No.2 vide registered sale deed bearing Vasika No.2020-21/13/1/2562 dated 06.08.2020 registered in the office of Sub Registrar, Zirakpur. Thereafter, Mutation No.2028 dated 24.08.2020 was sanctioned in favour of the petitioner.

3 At the time of registration of the sale deed, the house was half built, as such, the possession of the house was not handed over to the petitioner. Co-accused Victor Masih who was the business associate of respondent No.2 had taken a contract from the petitioner that he would construct the half built house and thereafter hand over the possession to the petitioner. She accordingly availed a loan of Rs.18 lakhs from Bank of Baroda through its Branch at Sector 16, Panchkula. Instead of delivering possession of the house to the petitioner, respondent No.2 executed a sale deed of the aforesaid house in favour of one Ms. Ritika vide sale deed No.2021-22/13/1/14620 dated 08.03.2022 for a sale consideration of Rs.5,75,000/- notwithstanding that the sale deed of the said house had already been registered in favour of the petitioner for a sale consideration of Rs.15 lakhs i.e. nearly two years prior to the subsequent sale deed. The petitioner, thereafter, repeatedly requested respondent No.2 for seeking possession of the house, however, he refused to do so. Consequently, the instant FIR was registered against the respondent. No.2.

4 A petition was later filed for seeking anticipatory bail before

this Court wherein the respondent No.2 (petitioner herein) specifically made a statement to the effect that description of the house number was wrongly recorded in the subsequent sale deed pertaining to the house of petitioner herein and that he would ensure that the above correction is carried out in the sale deed registered in favour of Ritika and that he shall settle the dispute with the complainant. An interim order was accordingly passed in favour of the respondent No.2.

5 Learned counsel for the petitioner contends that thereafter the petitioner and respondent No.2 entered into a compromise dated 27.06.2024 wherein an undertaking was given by the respondent No.2 to hand over possession of the aforesaid house on or before 27.09.2024 and to pay rent for three months @ Rs.10,000/- per month to the petitioner herein. It is contended that despite lapse of more than a year since the agreed date of handing over the possession, the needful has not been done and respondent No.2 has fallen foul on an assurance/undertaking given to the Court as well as the settlement between the parties. Resultantly, the instant petition for cancellation of anticipatory bail granted to the petitioner vide order dated 23.08.2024, has been filed before this Court.

6 Notice of motion was issued vide order dated 20.01.2025.

7 Counsel for respondent No.2 entered appearance on 19.05.2025 and sought time to argue the matter.

8 On the adjourned date i.e. 14.07.2025, counsel for respondent No.2 opposed the submission of counsel for the petitioner to the effect that the respondent No.2 has backed out from the compromise and he sought time to show his bona fide and establish having honoured the compromise.

9 The matter was adjourned to 18.09.2025 and then to 10.11.2025, on which date counsel for respondent No.2 sought yet more time to honour his undertaking and assured the Court that before the next date of hearing, he would hand over the possession of the house in question. The matter was thereafter adjourned to 22.12.2025 but it was adjourned to be listed before another Bench.

10 Even on the resumed hearing today, counsel for respondent No.2 submits that possession of the house in question has not been handed over, He has also failed to offer any satisfactory explanation for non-compliance of the statement made before this Court on 13.06.2024 in CRM-M-29802-2024 i.e. at the time of seeking pre-arrest bail and has also failed to comply with the compromise, which he does not dispute. It is thus apparent that the respondent No.2 made statement/undertaking before the Court despite no intention to comply with the same.

11 The concession of law is not available to a person who does not honour the commitment made before a Court.

12 Consequently, the present is petition allowed. The order dated 23.08.2024 passed in CRM-M-29802-2024 titled as 'Jung Bahadur Vs. State of Punjab' granting anticipatory bail to the respondent No.2 is cancelled.

January 16, 2026.
raj arora

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No