



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CRM-M-4542-2026
Decided on: 21.05.2026

Ashok Kumar Chaudhary
...Petitioner
Versus
State of Haryana
...Respondent

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

Present: Mr. Karanyog Riar, Advocate,
Ms. Mamta, Advocate and
Ms. Deepinder Kaur, Advocate
for the petitioner.

Mr. Pawan Kumar Jhanda, Sr. DAG, Haryana.

Mr. Farukh Abdullah, Advocate
for respondent No.2.

SANJAY VASHISTH, J. (Oral)

1. Prayer in this petition, filed under Section 482 of the BNSS, 2023 (earlier Section 438 Cr.P.C.), is for grant of anticipatory bail to the petitioner, who has been booked in a criminal case arising out of First Information Report, as detailed hereunder:-

Name & age of Petitioner (s)	FIR No.	Date	Section(s)	Police Station	District
Ashok Kumar Chaudhary	705	23.12.2025	420, 120B of IPC	Sector 58	Faridabad



2. After hearing learned counsel for the petitioner on 24.04.2026 following was recorded :-

“Status report by way of affidavit of Vivek Kundu, HPS, Assistant Commissioner of Police, Mujesar, District Faridabad, on behalf of respondent-State has been filed.

Learned counsel for petitioner contends that a bare perusal of the FIR would reveal that the dispute is purely ‘Civil in nature’ which has been given criminal colour only with a view to arm twist the petitioner as also to extract illegal monetary benefit from him. Continuing further, learned counsel contends that on the strength of agreement to sell dated 23.10.2013 in favour of petitioner, he had entered into an agreement to sell dated 6.3.2017 with complainant, in respect of a plot measuring 100 sq. yards. At the time of execution of the said agreement, Rs.5,50,000/- were received by petitioner from complainant through different cheques. Further, the factum of petitioner having executed an agreement to sell in favour of complainant, on the strength of prior agreement to sell in his (P) favour was also clarified in the agreement dated 6.3.2017, wherein it was also specified that the possession of the land has been handed over to the purchaser. Learned counsel contends that the terms and conditions of the agreement to sell dated 23.10.2013 in favour of petitioner still subsist. If there had been any violation of actually terms and conditions of agreement to sell, it remains unexplained as to why from 2017 till June, 2025, complainant did not initiate any legal proceedings (as in Suit for Specific Performance or Suit for Recovery) against the petitioner. Thus, questionable conduct of complainant indicates that the present criminal proceedings have been



initiated with an ulterior motive to extract illegal monetary benefit from petitioner. Learned counsel next contends that even now petitioner is willing to amicably resolve the dispute with complainant.

Heard. Documents perused.

On the oral request of learned counsel for petitioner, complainant, namely, Ramesh Kumar, son of Ram Snehi, resident of House No. 167, Paras Patti, Sultanpur, currently residing at House No. 216, Sunder Colony, Samaypur, Sector 58, Faridabad, is impleaded as party respondent No.2. Registry is directed to do the needful.

Let notice be issued to complainant-respondent No.2 for 23.3.2026.

No coercive steps shall be taken against the petitioner till then.”

3. Continuing his submissions, counsel for the petitioner submits that in compliance of the directions issued by this Court, petitioner has already joined the investigation and present dispute which was referred to the Mediation and Conciliation Centre of this Court has also been resolved amicably with the complainant/victim.

4. As far as joining of investigation is concerned, learned State Counsel confirms the said fact, however, counsel appearing for complainant-Ramesh Kumar submits that the amount was to be paid in installments i.e. on 10.05.2026, 10.06.2026 and 10.07.2026. Further clarifies that out of total amount of Rs.7.5 lakhs, an amount of Rs.3.5 lakhs already stands paid to the complainant. However, in compliance to the terms of the settlement, second installment, which was due on



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10.06.2026 is not paid by the petitioner. Therefore, prays for dismissal of the bail petition.

5. Once the petitioner has made part-payment in the proceedings before the Mediation and Conciliation Centre of this Court, *prima facie* it appears that he is ready to agree to abide by all the terms of the compromise and hopefully he will pay the complete amount on 10.07.2026, without any further delay. For reference, the terms of the compromise dated 02.04.2026 as recorded in paragraph No.7, reads as under :-

“7. The following compromise/settlement has been arrived at between the parties hereto:

a) It is agreed/settled between the parties that Rs.7,50,000/- (Rupees Seven Lacs and Fifty Thousand only) is payable by the first party/petitioner- Ashok Kumar Chaudhary to the second party/complainant- Ramesh Kumar as full and final settlement of the instant dispute, the dispute would be finally resolved between the parties for all times to come. In response to the aforesaid settlement, the first party/petitioner- Ashok Kumar Chaudhary has paid an amount of Rs.1,50,000/- (Rupees One Lac and Fifty Thousand only) in cash to the second party/complainant- Ramesh Kumar on today i.e. 02.04.2026 in Mediation Centre. The remaining amount of Rs.6,00,000/- (Rupees Six Lacs only) will be paid in three installments:-

(i) The first instalment amounting to Rs.2,00,000/- (Rupees Two Lacs only) shall be paid by the first party/petitioner- Ashok Kumar Chaudhary to the second party/complainant- Ramesh Kumar by way of Bank Transfer in Bank Account No.50100293779371, HDFC Bank, IFSC:HDFC0002853, Branch Qutab Plaza, DLF Phase-I, Gurgaon-122002, Haryana, on or before 10.05.2026.

(ii) The second instalment amounting to Rs.2,00,000/- (Rupees Two Lacs only) shall be paid by the first party/petitioner- Ashok Kumar Chaudhary to the second party/complainant- Ramesh Kumar by way of Bank Transfer in Bank Account No.50100293779371, HDFC Bank,



IFSC:HDFC0002853, Branch Qutab Plaza, DLF Phase-I, Gurgaon-122002, Haryana, on or before 10.06.2026.

(iii) The third instalment amounting to Rs.2,00,000/- (Rupees Two Lacs only) shall be paid by the first party/petitioner- Ashok Kumar Chaudhary to the second party/complainant- Ramesh Kumar by way of Bank Transfer in Bank Account No.50100293779371, HDFC Bank, IFSC:HDFC0002853, Branch Qutab Plaza, DLF Phase-I, Gurgaon-122002, Haryana, on or before 10.07.2026.

b) It has been mutually agreed between the parties that a petition for quashing the above said FIR shall be filed by the first party before the Hon'ble Punjab & Haryana High Court after receiving the last instalment amounting to Rs.2,00,000/- (Rupees Two Lacs only). The second party undertakes that he shall have no objection for the quashing of the above said FIR on the basis of this settlement/agreement. He further undertakes that he will make the statement before Hon'ble Court for the purpose of quashing of the FIR or any other Court as per the directions of this Hon'ble Court. It has been further agreed by the second party that he will not pursue the said FIR in any Court of Law.

c) That the first party and second party further undertake that they will not file any Civil or Criminal litigation against each other in future with regard to the present dispute. All the disputes between the parties are settled if the above mentioned payment is made to the complainant as per schedule.

d) Both the parties have mutually agreed to withdraw the cases, if any, pending against each other which are not in the knowledge of the parties, shall be deemed to be withdrawn in view of this Settlement/Agreement by the respective party.”

6. In view of the aforementioned discussion and the respective stand taken by the respective counsel, I deem it appropriate to make the interim bail order dated 24.04.2026, passed by this Court absolute. Accordingly, present petition is allowed.

7. It is clarified that if the due amount is not paid by the petitioner to the complainant by the date for last installment i.e.



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10.07.2026, the present order would be deemed to be inoperative and in that situation, the Investigating Officer may proceed to arrest the petitioner.

8. It is further made clear that petitioner shall continue to join the investigation as and when required to do so and abide by all the terms and conditions laid down under Section 482(2) of BNSS, 2023.

9. However, it is clarified that in case the passport or an affidavit regarding non-possession of a passport, if he does not possess one, is not submitted to the Investigating Agency or the Court concerned within a period of two weeks from today, the present order shall be deemed to be inoperative and the Investigating Officer shall be at liberty to proceed with the arrest of the petitioner.

10. Accordingly, petition stands disposed of.

21.05.2026
Preeti S.

(SANJAY VASHISTH)
JUDGE

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