

2026:PHHC:048673



**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

201

CRM-M-9466-2024

Pardeep Kumar

....Petitioner

V/s

State of Punjab and another

....Respondents

Date of decision: 27.03.2026**Date of Uploading : 30.03.2026****CORAM: HON'BLE MR. JUSTICE SUMEET GOEL**

Present: Mr. Inderpal Singh, Advocate for the petitioner.
Mr. Baljinder Singh Sra, Addl. A.G. Punjab.
Mr. Munish Behl, Advocate for respondent No.2.

SUMEET GOEL, J. (Oral)

1. Present petition has been filed under Section 439(2) of Cr.P.C. seeking cancellation of anticipatory bail granted to respondent No.2 vide order dated 13.12.2023 (Annexure P-4) passed by this Court in FIR No.172 dated 08.10.2022 registered for offences punishable under Sections 406, 420 of IPC and Section 13 of the Punjab Travel Professionals (Regulation) Act, 201 at Police Station city Nawanshahar, District SBS Nagar.
2. The relevant portion of the order passed by this Court, reads as under:

“(4) Learned Counsel submits that in pursuance of the aforesaid order, petitioner has already joined the investigation and his custodial interrogation is not required.

(5) Learned State Counsel, on instructions from ASI Harjinder Singh, submits that petitioner has joined investigation and as on today, his custodial interrogation is not required.

(6) Although learned Counsel for the complainant opposed the prayer; but keeping in view the fact that State does not require any

custodial interrogation of petitioner, therefore, the objection in this regard is rejected.

(7) In view of above, interim order dated 19.06.2023 is made absolute subject to the conditions as envisaged under Section 438(2) Cr.P.C.

(8) It is also made clear that petitioner shall fully co-operate with the Investigating Officer as and when called for further investigation.

(9) The above observations may not be construed as an expression of opinion on merits of the case; rather confined only to decide the present bail matter.

(10) Disposed off accordingly.”

3. Learned counsel for the petitioner has iterated that the anticipatory bail has been granted to respondent No. 2 primarily on the basis of a compromise dated 04.10.2023 arrived at between the parties before the Mediation and Conciliation Centre of this Court. Learned counsel has further iterated that as per the terms and conditions of the said compromise, respondent No. 2 has agreed to pay a total sum of ₹7,50,000/- to the petitioner within the stipulated period. According to learned counsel, after availing the concession of anticipatory bail, however, respondent No.2 has failed to honour the said compromise and has paid only a sum of ₹3,00,000/-, while the remaining amount has not been paid despite repeated requests. It has been further contended that the anticipatory bail having been granted on the basis of the compromise, the breach thereof disentitles respondent No.2 from the concession of anticipatory bail. Learned counsel has further argued that the respondent No.2 has played fraud not only with the petitioner/complainant but also with this Court. According to learned counsel, the respondent No.2 has willfully failed to honour the compromise. Learned counsel has emphasized that the respondent No.2 has been granted the concession of anticipatory bail solely on the basis of compromise and the conduct of the petitioner in violating the settlement amounts to misuse

neither sought extension of time nor approached this Court for modification of the compromise arrived at between the parties which clearly shows the mala fide intention of the respondent No.2 since the inception of the compromise. On the basis of aforesaid submissions, the cancellation of the anticipatory bail granted to respondent No.2 is entreated for.

4. Learned State counsel has submitted that pursuant to interim protection afforded to the accused-petitioner, he has joined investigation. According to learned State counsel, after completion of the investigation, challan stands presented and trial is underway.

5. Learned counsel appearing for respondent No.2 has iterated that the present petition is misconceived as the petitioner has failed to make out any grounds that would warrant cancellation of anticipatory bail already granted by this Court. Furthermore, the order granting anticipatory bail is a well reasoned and speaking order which has been passed after considering the factual *milieu* of the case in hand. According to learned counsel, the respondent No.2 has cooperated fully with the investigation and no supervening circumstances or misuse of liberty have been shown by the petitioner. Learned counsel has iterated that in case, the petitioner is aggrieved that the respondent No.2 has not complied with the terms and conditions of the settlement agreement, he has alternative remedy to enforce such terms and conditions. On the strength of these submissions, the dismissal of the instant petition is prayed for.

6. I have heard the learned counsel for the rival parties and have gone through the available record of the case.

7. The factual *milieu* of the case in hand, especially perusal of the *earlier order dated 13.12.2023*, reflects that there was no adjudication of the

plea of anticipatory bail on merits thereof and a Coordinate Bench of this Court has proceeded to afford anticipatory bail to the respondent No.2 on account of the dispute(s) having been amicably settled between the parties and it was directed that the parties shall abide by the terms and conditions of the settlement agreement. It is further reflectable from the record that the terms and conditions of the settlement agreement have not been complied with and, on the contrary, a plea is being raised by the respondent No.2 that the petitioner has an alternative remedy to enforce the same. It is a fundamental principle of law that when a party secures a discretionary order of bail predicated upon a compromise, the terms of that settlement cease to be a mere private arrangement. By inviting the Court to act upon such a compromise, the petitioner effectively transmutes a horizontal contractual obligation into a vertical undertaking toward the Bench. Consequently, any subsequent default does not merely give rise to a civil cause of action for breach of contract, but rather constitutes a direct affront to the dignity of the Court and a violation of the solemn assurance upon which the petitioner's liberty was contingent. The discretionary power of bail under the Code is intended to balance personal liberty with the administration of justice; it is not a sanctuary for those who intend to treat judicial orders as *optional* or *negotiable*. At this juncture, it would be apposite to refer herein to a judgment passed by the Hon'ble Supreme Court titled as ***Gajanan Dattatray Gore vs. The State of Maharashtra and another, 2025 INSC 913***, relevant whereof reads as under:

"16. We have come across cases like the one in hand where accused persons have gone to the extent of filing affidavits in the form of undertaking that they would deposit a particular amount within a particular period and then conveniently resile from such undertakings saying it is an onerous condition.

17. In some cases, perhaps the accused may abide by such undertaking, but our experience so far has been that in many cases the accused later would not abide and flout the undertaking. In many cases it would be argued on behalf of the accused that he had never made such a statement and the court on its own had recorded in the order that the accused is ready and willing to deposit a particular amount. At times the entire blame is thrown on the lawyer in making such statement for the purpose of obtaining order of bail or anticipatory bail as the case may be. In such circumstances, the concerned court would be left with no other option but to cancel the bail either at the instance of the State or the original complainant.

18. The case in hand is one in which the appellant on his own free will and volition filed an affidavit in the form of an undertaking before the High Court that he would deposit an amount of Rs.25,00,000/- but ultimately resiled to do so and the High Court had to cancel the bail. It was too much for the lawyer of the appellant to argue before the High Court that asking his client to deposit Rs. 25,00,000/- was unreasonable. It reflects on the professional ethics.

19. By this order, we make it clear and that too in the form of directions that henceforth no Trial Court or any of the High Courts shall pass any order of grant of regular bail or anticipatory bail on any undertaking that the accused might be ready to furnish for the purpose of obtaining appropriate reliefs.

20. The High Courts as well as the Trial Courts shall decide the plea for regular bail or anticipatory bail strictly on the merits of the case. The High Courts and the Trial Courts shall not exercise their discretion in this regard on any undertaking or any statement that the accused may be ready and willing to make.

21. This practice has to be stopped. Litigants are taking the courts for a ride and thereby undermining the dignity and honor of the court.

22. We hope and trust that the High Courts as well as the Trial Courts across the country do not commit the same mistake again.

23. In the case in hand, so far as the plea for regular bail is concerned, we are not inclined to look into. The appellant has made a mockery of justice. He could be said to have abused the process of law. If at all the High Court wanted to release the appellant on bail, it should have first asked him to deposit the amount within a particular period of time and upon such deposit the appellant could have been released.

24. Be that as it may, now we have made ourselves very clear that there shall not be a single order that the High Courts and the Trial Courts shall pass for grant of regular bail or anticipatory bail on the basis of any

accused or his/her family members giving an undertaking to deposit a particular amount. The plea shall be decided strictly on merits in accordance with law. If the case is made out on merits the court may exercise its discretion and if no case is made out on merits the court shall reject the plea for regular bail or anticipatory bail as the case may be. However, in any circumstances the High Courts or trial courts shall not pass a conditional order of regular bail or anticipatory bail.”

It is pertinent to note herein that in ***Gajanan Dattatray Gore*** (supra) the Hon’ble Supreme Court issued a categorical mandate to the District Judiciary and the High Courts to adjudicate bail applications strictly on their substantive merits, without being influenced by or predicated such relief upon any undertaking or statement of settlement offered by the accused.

7.1. This Court takes judicial notice of a burgeoning and distressing trend wherein accused utilize the prospect of an amicable settlement as a strategic artifice to procure discretionary relief, only to subsequently repudiate their commitments once liberty is secured. Such conduct leaves the complainant in a state of precarious vulnerability and reduces the machinery of justice to a state of suspended animation. This maneuver of securing freedom through the pretense of restitution, is a flagrant manipulation of the Court’s leniency. It is a stratagem that must be met with stern condemnation and shall have no sanctuary within the equitable jurisdiction of this Court. This Court finds it imperative to discourage this growing propensity for *litigation opportunism* where the sanctuary of a judicial undertaking is traded for temporal procedural gain. To permit an accused to resile from a Court-sanctioned compromise, with impunity, would be to render this Court’s orders toothless and the administration of justice illusory. To view this breach as a simple civil dispute would be to

allow the judicial machinery to be weaponized for private gain. The accused-respondent No.2 conduct demonstrates that the promise of compliance was a deceptive artifice, intended solely to circumvent the rigors of custody without any bona fide intent to honor his commitments. Such '*shopping for liberty*' through hollow undertakings undermines the majesty of the law and brings the administration of justice into disrepute. There exists no doubt that the petitioner has treated the judicial process contumely, taking the Court's leniency for a ride through a pre-meditated strategy of non-compliance

8. A perusal of the record reveals that the concession of anticipatory bail was extended to respondent No. 2 by this Court vide order dated 13.12.2023, primarily on account of the compromise dated 04.10.2023 entered into between the parties. The said compromise clearly stipulated that respondent No. 2 shall pay a sum of ₹7,50,000/- to the petitioner within the agreed time frame. It is not disputed before this Court that respondent No.2 has failed to pay the entire agreed amount and has defaulted in complying with the material terms of the compromise. It is a settled principle of law that where the concession of bail is granted on the basis of a compromise or undertaking given to the Court, the accused is under an obligation to strictly adhere to the terms thereof. Any violation of such terms amounts to misuse of the concession of bail and justifies cancellation of the same. The very foundation of the order granting anticipatory bail in the present case was the compromise between the parties, and once that foundation has been shaken due to non-compliance, the order cannot be allowed to sustain. The conduct of respondent No.2 in not honouring the compromise, despite availing the benefit of anticipatory bail, reflects lack of *bona fides* and amounts to an

abuse of the process of law. This Court is of the considered view that respondent No. 2 has not approached the Court with clean hands and has failed to comply with the conditions which formed the basis for grant of relief.

8.1. In view of the foregoing, this Court is of the considered opinion that the continued protection of the respondent No.2 liberty is no longer tenable. The respondent No.2 has, by his own conduct, vitiated the very basis upon which the *earlier order dated 13.12.2023* was predicated. Consequently, the indulgence previously extended by this Court deserves to be recalled and the bail order stands set aside for a manifest failure of compliance & breach of judicial trust.

9. In view of the prevenient ratiocination, it is ordained thus:

(i) The petition in hand is allowed and the anticipatory bail granted to respondent No. 2 vide order dated 13.12.2023 passed in CRM-M-30824-2023 is hereby cancelled.

(ii) It is, however, made clear that the observations made herein are confined to the adjudication of the present petition and shall not be construed as an expression on the merits of the case.

(iii) Pending application(s), if any, shall also stand disposed off.

(SUMEET GOEL)
JUDGE

March 27, 2026
Ajay

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