



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

(152-2)

CRM-M-14633-2025 (O&M)

Date of Decision: 29.05.2026

PIYUSH KAPOOR

.....Petitioner

Versus

STATE OF PUNJAB

.....Respondent

CORAM: HON'BLE MS. JUSTICE KIRTI SINGH

Present: Mr. G.B.S. Dhillon, Senior Advocate with
Mr. Jagdeep Singh Bajwa, Advocate and
Ms. Jaskirat Singh, Advocate
for the petitioner.

Mr. Yadwinder Singh, AAG, Punjab.

Mr. Dushyant Rana, Advocate
for the complainant.

KIRTI SINGH, J. (ORAL)

1. Prayer in the present petition filed under Section 482 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (for short 'BNSS'), is for grant of anticipatory bail to the petitioner, in case FIR No.11 dated 19.02.2025, under Sections 316(2) and 85 of BNS, registered at Police Station PS Women, District Police Commissionerate, Ludhiana.
2. Vide order dated 23.02.2026, the petitioner was directed to join investigation. The said order is reproduced hereinafter:-

“Learned Senior counsel for the petitioner inter alia contends that the genesis of the instant FIR lies in the matrimonial dispute between the complainant and her husband, which are an outcome of temperamental differences. The parents-in-law of the complainant had no interference in the married life of the couple. Even otherwise, only sweeping and generic allegations have been levelled in the FIR, which in-fact is a counterblast to the FIR got lodged by the



petitioner no. 1 on 21.01.2025. It is further submitted that though mediation has failed in the instant case, however, all the Istridhan/dowry articles of the complainant have been returned by the petitioners who are ready and willing to join the investigation and co-operate.

Adjourned to 10.03.2026, for final arguments.

Interim order to continue till the next date of hearing.

In the meantime, the petitioners shall join investigation before the Investigating Agency/Officer. He shall abide by the following conditions as envisaged under Section 482(2) BNSS, 2023;-

(1) That the petitioners shall make himself available for interrogation by a police officer as and when required to do so.

(2) That the petitioners shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts to the case so as to dissuade them from disclosing such facts to Court or to any police officer.

(3) That the petitioners shall not leave India without prior permission of the Court.

Needless to mention that the investigating agency/officer shall continue with the investigation of the case in usual manner.

A photocopy of this order be placed on the file of connected case.”

3. Learned counsel for the parties submit that the parties have amicably resolved their disputes before the Mediation & Conciliation Centre of this Court, through settlement deed dated 26.05.2026. The relevant terms and conditions of the aforesaid settlement are reproduced hereinafter.

“8. The following settlement has been arrived at between the Parties hereto:

i) The parties have mutually agreed to part ways by getting the decree of divorce against each other on the basis of mutual consent under Section 13-B of the Hindu Marriage Act. It has been decided between the parties that petition under Section 13-B shall be filed by the parties on or before 29th of May, 2026 at the District Courts, Ludhiana. Both the parties shall be bound to make statement in the said petition filed by the parties jointly under Section 13-B of the Hindu Marriage Act as and when by the Hon'ble Court.

ii) The parties have agreed to get the decree of divorce under Section 13-B of the Hindu Marriage Act and an amount of Rs.1,25,00,000/- (Rupees One Crore and Twenty Five Lacs only) will be paid by the first party to the second party in the form of permanent alimony and maintenance (past, present and future). It has been further agreed between the parties that out of the total amount of Rs.1,25,00,000/- (Rupees One



Crore and Twenty Five Lacs only), an amount of Rs.85,00,000/- (Rupees Eighty Five Lacs only) will be paid by the first party to the second party in the form of bank draft in the Family/Matrimonial Court on the date of first motion in the divorce petition filed by both the parties by mutual consent under Section 13B of the Hindu Marriage Act. The parties have further agreed that the balance amount of Rs.40,00,000/- (Rupees Forty Lacs only) in the form of bank draft will be paid by the first party to the second party on the day of recording of second motion statement before the Ld. Family Court where the petition under Section 13-B of the Hindu Marriage Act will be filed.

iii) It is mutually agreed between the parties that no claim shall be made by either of the parties with respect to dowry articles/Istridhan, if any, including any other valuable belongings/documents/objects of either of the parties. That both the parties undertake to not misuse and promptly return any such belongings/documents/objects to the other party in case found with them in future.

iv) It has been mutually agreed between the parties that petitions for quashing the above mentioned four FIRs shall be filed by the respective parties and their family members concerned, whose names are mentioned in the said FIR, before the Hon'ble High Court on the basis this settlement/agreement by 29.05.2026. It is mutually agreed between both the parties that the complainants in all the four FIRs shall give No Objection to the same and provide for any necessary affidavit or any other document necessary for pursuing the same and in case required by the court, the parties shall appear before the court for getting their statement recorded. Further, it is agreed by both the parties that the concerned parties shall move an application for withdrawal of all litigations as listed hereinabove in para No.1 pending before the Ld. District Courts at Ludhiana on 29.05.2026.

v) It is agreed between the parties that in case they are in possession of any private data or documents, the same shall be deleted/destroyed immediately and they will not misuse any information/private data/documents regarding each other in future.

vi) It is further agreed between the parties that both the parties shall completely refrain from maligning each other and/or their family members/friends at any given point in future from the time this agreement comes into effect.

vii) It is mutually agreed that no legal proceedings shall be initiated by either of the parties against each other and/or their family members/friends at any given point in future staring from the time this agreement comes into effect.”



4. Learned State counsel on instructions from the investigating officer concerned, submits that in compliance of order dated 23.02.2026, the petitioner has joined the investigation and is not required for any further investigation.

5. Having considered the aforesaid facts and circumstances, the petition is allowed. Order dated 23.02.2026 passed by this Court, is hereby made absolute, subject to the condition enumerated under Section 482(2) BNSS.

6. This order should not be treated as "blanket" order. It will not be read as granting the petitioner(s) indefinite protection from arrest. It shall be confined to the FIR mentioned *ibid* and will not operate in respect of any other incident that involves commission of an offence.

7. Liberty is reserved with the investigating agency/complainant to move to this Court for a direction under Section 483(3) of BNSS, 2023 (erstwhile Section 439(2) of Cr.P.C.), in the event of violation of any term, stipulated under Section 482(2) BNSS, or upon showing any other sufficient cause.

8. Pending miscellaneous application(s), if any, also stands disposed of.

(KIRTI SINGH)
JUDGE

May 29, 2026
Jitklesh

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