



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CRM-M-22183-2025
Date of decision: 05.03.2026

BHUPINDER SINGH AND OTHERSPetitioner

VERSUS

STATE OF UT CHANDIGARH AND OTHERSRespondents

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

Present: - Mr. S.S. Maini, Advocate
for the petitioner(s).

Mr. Balram Singh, Addl. Public Prosecutor
for respondent-U.T. Chandigarh.

Mr. G.S. Madaan, Advocate for respondent No.2.

Mr. Simranjeet Singh, Advocate for respondent No.3
(Through Video Conferencing).

VINOD S. BHARDWAJ, J. (Oral)

The present petition has been filed under Section 483(3) of Bharatiya Nagarik Suraksha Sanhita, 2023 for seeking cancellation of bail of respondents No.2 and 3 granted by this Court vide order dated 30.04.2024 passed in CRM-M-43576-2023 & CRM-M-54143-2023 arising from case bearing FIR No. 86 dated 23.05.2022 registered under Sections 406, 420, 467, 468, 471, 120-B of the Indian Penal Code, 1860 (Section 419 of the

IPC added later on) and Section 24 of Immigration Act at Police Station South Sector-34, Chandigarh.

2. Learned Counsel appearing on behalf of the petitioner(s) contends that the above case had been registered on the complaint given by Bhupinder Singh (Petitioner No.1) wherein he reported that his daughter namely Lovepreet Kaur wanted to go to Canada and for this purpose, she was looking for an Agent. After going through an advertisement on Facebook of "A.S. Immigration Consultant", she made a call and the same was answered by a person named Arvinder Singh. His daughter went to the Office and discussed her plan to go abroad and submitted all the necessary documents. On assurance of the said person, the complainant transferred a sum of Rs. 20 lakhs in several installments through Google Pay. Thereafter, the complainant came along with his daughter to Chandigarh for obtaining Tickets and other documents but the office was found to be shut down and the mobile phone was switched off, whereupon the aforesaid FIR No. 86 was registered. Counsel for the petitioner submits that the accused persons have defrauded large number of persons.

3. The respondent(s)-accused applied for the concession of regular bail after 4 ½ months of his custody and also offered to settle the dispute. The matter was referred to Mediation. During the mediation proceedings, a settlement was arrived at wherein the petitioner(s) herein (first party) agreed to pay the amount towards full and final settlement. The details whereof are mentioned as under:-

(a) That both the parties agree that following amount is payable by the first party to the second party as full and final settlement amount:-

(I) Govinder Singh -Rs.6,30,000/-

(Rupees Six Lakhs & Thirty Thousand only)

(II) Gurtej Singh- Rs.9,80,000/-

(Rupees Nine Lakhs & Eighty Thousand only)

(III) Bhupinder Singh-Rs.6,95,000/-

(Rupees Six Lakhs & Ninety Five Thousand only)

(IV) Avtar Singh-Rs.6,55,000/-

(Rupees Six Lakhs & Fifty Five Thousand only)

(V) Kuljeet Singh- Rs.7,55,000/-

(Rupees Seven Lakhs & Fifty Five Thousand only)

(VI) Lakhwinder Singh- Rs. 5,32,000/-

(Rupees Five Lakhs & Thirty Two Thousand only.)

4. It was further agreed that 50% of the amount shall be paid initially whereupon a quashing petition shall be filed. The second party (the petitioners herein) shall execute necessary documents in support thereof and that the balance amount shall be released thereafter. The entire transaction was, however, to be completed on or by 02.04.2025. The aforesaid settlement was placed before this Court whereupon the regular bail was allowed vide order dated 30.04.2024 passed in CRM-M-43576-2023 and CRM-M-54143-2023. The terms of the settlement were specifically recorded by this Court in Para No.3 of the said order granting bail. The same reads thus:-

3. After the passing of the said order, the petitioner had deposited an amount of Rs. 31,80,000/- as ordered by this Court

and the case was referred to the Mediation and Conciliation Centre of this Court for settlement. The petitioner, his co-accused and the victims had joined the mediation proceedings and ultimately, a settlement agreement dated 10.04.2024 was signed by both the parties, which is part of the record in the present case. Even, during the course of hearing, learned counsel for the petitioner submits that the petitioner shall remain bound by the terms of the settlement/agreement dated 10.04.2024 signed by him before the Mediation and Conciliation Centre of this Court.”

5. The complainant (Petitioner(s) herein) also conveyed his no objection to the petition being allowed and bail being granted. The instant petition has now been filed, alleging that, notwithstanding the terms of the settlement, the 50% of the amount has not been paid and that even though a quashing petition was filed, however, as the 50% initial amount was not paid, hence, they did not get their consent recorded to quashing of the FIR. It is thus contended that since the respondents have fallen back upon their undertaking made before this Court and did not comply with the terms of the agreement dated 10.04.2024, which forms the basis for grant of regular bail, the present petition be allowed and the order granting bail to the respondent(s) No.2 and 3 herein be set aside.

6. Counsel for the respondent No.2 contends that he has already paid nearly 50% of the amount that was due and fall to his share and that he is ready and willing to pay the remaining amount, however, respondent No.3 has not honoured his obligation, hence, the amount remains unpaid. He contends that he had also moved an application for seeking quashing of the FIR, however, as the respondent No.3 had not performed his part of the obligation, hence, the said settlement being a partial settlement, quashing

was withdrawn at that stage.

7. Counsel for the respondent(s) has been asked to refer to any of the terms of settlement agreement as per which the respondents No.2 and 3, had been assigned any respective share from the agreed amount. He fairly concedes that the said settlement agreement does not talk of any respective share of the liability *inter se* between respondent(s) No.2 and 3 herein and that the entire liability was joint and several to be discharged together by the respondent(s) No.2 & 3.

8. I have heard learned Counsel appearing on behalf of the respective parties and have gone through the documents appended alongwith the present petition as well as the terms and conditions of the settlement and the order passed by this Court granting regular bail to the respondents.

9. It remains undisputed that the terms of the settlement and the undertaking given by the respondent(s) No.2 and 3 before this Court, mandated them to make the payment to the extent of 50%, before seeking quashing and the balance amount of 50% was to be paid after the victims got their statements recorded and executed affidavits, before the Court, for quashing of the FIR. The entire transaction was to be concluded on or by 02.04.2025. Undisputedly, the payment in terms of the above, has not been made. Even though the Counsel for respondent No.2 contends that he has paid substantive part of his share and that the default is principally on part of respondent No.3, however, it is not disputed that there was no such division of the *inter se* liability between the respondent(s), as per the agreement. Hence, any internal arrangement made by the respondents No.2 and 3 amongst themselves, would not forge an excuse for the respondent(s) to avoid fulfilling the obligations, agreed to under the mutual agreement, and the undertaking given before this Court, within the time frame agreed.

10. Apart from an oral assurance that they are ready to make the payment, there is no concrete proposal put-forth by the respondents within which the payment shall be made. Counsel for respondent No.2 has even though submitted that his client is ready to pay his part of the dues, Counsel for respondent No.3, who had joined through Video Conferencing, has made no offer of any nature whatsoever.

11. In view of the aforesaid, it remains undisputed that the respondents No.2 and 3 are in breach of their obligation as per the settlement and have defaulted in the undertaking given before this Court which such undertaking became a prime reason for the Court to grant bail to the respondents herein.

12. Consequently, the present petition is allowed and the order dated 30.04.2024 granting bail to the petitioner(s) is ordered to be cancelled.

MARCH 05, 2026
Vishal Sharma

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No