

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

206

CRM-M-37947-2025 (O&M)

Date of decision: 17.04.2026

Parmod Kumar Sharma

...Petitioner

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MRS. JUSTICE MANISHA BATRA

Present: Mr. Aditya Sanghi, Advocate
for the petitioner.

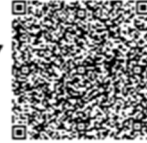
Mr. Neeraj Poswal, AAG, Haryana.

Mr. Rose Gupta, Advocate,
Mr. Prateek Garg, Advocate and
Ms. Anita Kumari, Advocate
for respondents No. 2 and 3.

MANISHA BATRA, J. (Oral)

1. The present petition has been filed by the petitioner/complainant under Section 483(3) of Bharatiya Nagarik Suraksha Sanhita, 2023 (*for short* 'BNSS') seeking cancellation of anticipatory bail granted to respondents No. 2 and 3, namely Sunita Bansal and Madan Lal Bansal, in FIR No. 122 dated 21.03.2023, registered under Sections 406, 420 and 120-B of IPC at Police Station Urban Estate, Hisar, vide order dated 17.06.2025 (Annexure P-14, whereby they were granted interim bail and then vide order dated 25.06.2025 (Annexure P-16), the interim bail, granted to them, was made

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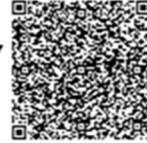


absolute by the Court of learned Additional Sessions Judge, Hisar.

2. Brief facts of the case relevant for the purpose of disposal of this petition are that the aforementioned FIR was registered on the basis of a written complaint submitted by the petitioner/complainant Parmod Kumar alleging that respondents No. 2 and 3 were having two shops abutting the shop of the petitioner. They represented to the petitioner that those shops were free from all encumbrances and were owned by respondent No. 2-Sunita Bansal. They also told the petitioner that they were interested to sell those shops due to some personal exigencies. They induced the petitioner to purchase the same. A written agreement was executed by them for a sum of Rs. 22,50,000/- for sale of those shops on 31.10.2018. The sale deed was to be executed and registered on 30.04.2019. Before that date, the respondents No. 2 and 3 had taken an amount of Rs. 15,00,000/- from the petitioner. However, the sale deed was not executed within stipulated period. Subsequently, the petitioner came to know that those shops were lying mortgaged with bank and someone had purchased the same from the bank. After registration of FIR, investigation proceedings were initiated. The respondents No. 2 and 3 moved a joint application for grant of anticipatory bail. Vide order dated 17.06.2025, learned Additional Sessions Judge, Hisar directed the respondents No. 2 and 3 to join the investigation and extended benefit of interim bail to them. Then, vide order dated 25.06.2025, the order of interim bail was made absolute.

3. It is argued by learned counsel for the petitioner that after filing of the application for grant of anticipatory bail, interim bail was granted to

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respondents No. 2 and 3 on 17.06.2025 without considering the fact that there was serious allegation against them. On 24.06.2025, learned counsel for respondents No. 2 and 3 had stated before the Court of learned Additional Sessions Judge that the respondents No.2 and 3 were willing to transfer the disputed property in the name of the petitioner and would do so in future by depositing money with the mortgagee bank and as and when the litigation qua amount of two cheques was decided by the concerned court. It is submitted that it was on account of the statement so made on 24.06.2025 that the learned Additional Sessions Judge had made the order dated 17.06.2025 granting interim bail to the respondents No. 2 and 3 as absolute. It is argued that the bail was granted on a false premise i.e. the assurance of compliance as made by the counsel for the respondents. The property in question was mortgaged with the bank and even proceedings under SARFAESI Act had been initiated and this fact was in due knowledge of respondents No. 2 and 3. However, still they had entered into the aforesaid agreement to sell with the petitioner, which showed their dishonest intention. However, while granting bail to them, the Court concerned did not take this fact into consideration. The respondents No. 2 and 3 had failed to adhere to the terms of the compromise which was previously taken place between the parties. The non-compliance of the terms amounted to violation of the bail conditions. It is, therefore, argued that the order granting anticipatory bail to respondents No. 2 and 3 is liable to be cancelled and the petition deserves to be allowed.

4. Reply has been filed by respondent No.1-State. Learned State

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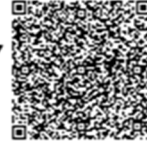
counsel has argued that respondents No. 2 and 3 had joined investigation in pursuance of the orders passed by the Court of learned Additional Sessions Judge and their bail had been confirmed on 25.06.2025. It is also submitted that the dissatisfaction of the petitioner with the outcome of the bail proceedings does not constitute a valid ground for cancellation of bail.

5. Learned counsel for respondents No. 2 and 3 has also argued that there is no violation of terms and conditions of the grant of pre-arrest bail and therefore, it is urged that the petition is liable to be dismissed.

6. This Court has heard the rival submissions made by learned counsel for the parties at considerable length.

7. Before delving into the contentions as raised by learned counsel for the parties, this Court considers it necessary to discuss certain principles which govern the cancellation of bail as enunciated by Hon'ble Supreme Court in various pronouncements. Reference can firstly be made to ***Myakala Dharmarajam vs. the State of Telangana : (2020) 2 SCC 743***, wherein it was observed that an order for cancellation of bail can be made only where such order suffers from serious infirmities resulting in miscarriage of justice. If the Court granting bail ignores relevant material indicating *prima facie* involvement of the accused or takes into account irrelevant material, which has no relevance to the question of grant of bail to the accused, the High Court or the Sessions Court would be justified in cancelling the bail. Reliance can further be placed upon ***Sushila Aggarwal v. State (NCT of Delhi) : (2020) 5 SCC 1***, wherein it was observed that while considering an application for grant

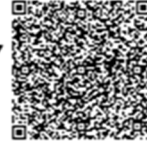
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of anticipatory bail, the Court has to consider the nature of the offence, the role of the person, the likelihood of his influencing the course of investigation, or tampering with evidence (including intimidating witnesses) or likelihood of his absconding. It was also observed that whether to grant bail or not is a matter of discretion of the Court. Similar position of law had been laid down in ***Dolat Ram and others vs. State of Haryana :1995 SCC (1) 349.***

8. The proposition of law, as laid down in the above-stated judgments, is that the discretion to cancel bail is to be exercised sparingly and only where the order granting bail suffers from arbitrariness, capriciousness or perversity, or where it is established on record that the accused has misused the concession of bail. In the present case, respondents No. 2 and 3 were granted the benefit of anticipatory bail in respect of offences punishable under Sections 406 and 420 read with Section 120-B of IPC. The primary ground for seeking cancellation of bail is that a statement was made on their behalf before the Court expressing willingness to transfer the property in dispute in favour of the petitioner after depositing the outstanding amount with the mortgagee bank, and that such assurance has not been fulfilled. A perusal of the orders dated 17.06.2025, 24.06.2025 and 25.06.2025 passed by the learned Additional Sessions Judge reveals that the respondents No. 2 and 3 were granted interim protection and thereafter anticipatory bail upon being directed to join investigation. The Court concerned, while extending such protection, had observed that the allegations in the FIR were primarily civil in nature, arising out of an agreement to sell and that a civil suit for specific performance

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was already pending between the parties. It was further observed that mere breach of contractual obligations would not constitute offences under Sections 406 or 420 IPC. Though it is correct that on 24.06.2025, learned counsel for respondents No. 2 and 3 had submitted that they were willing to transfer the property in question in favour of the petitioner after clearing the mortgage liability, such submission appears to be in the nature of an expression of intent and was not incorporated as a condition precedent for grant of anticipatory bail. The grant of bail, as is evident from the record, was primarily based upon the nature of the dispute, the pendency of civil proceedings and the fact that the respondents had joined investigation.

9. Significantly, there is no material on record to show that respondents No. 2 and 3 have failed to join investigation, have tampered with evidence, influenced witnesses or otherwise misused the concession of bail. The alleged non-fulfilment of the statement regarding transfer of property, at best, gives rise to civil consequences and cannot, in the facts and circumstances of the present case, be construed as misuse of the concession of bail so as to warrant its cancellation.

10. This Court also does not find that the order granting anticipatory bail suffers from any perversity or non-consideration of relevant material. The discretion exercised by the learned Additional Sessions Judge appears to be judicious and in accordance with settled principles governing grant of pre-arrest bail.

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11. In view of the above, no ground is made out for cancellation of anticipatory bail granted to respondents No. 2 and 3. The present petition, being devoid of merit, is accordingly dismissed.

[MANISHA BATRA]
JUDGE

17.04.2026
Waseem R. Ansari

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|-------------------------------|---|----------|
| 1. Whether speaking/ reasoned | : | Yes / No |
| 2. Whether reportable | : | Yes / No |