



In the High Court of Punjab and Haryana, at Chandigarh

Criminal Misc. No. M-44241 of 2024

Date of Decision: 13.01.2026

Deepak Nakra
... Petitioner(s)

Versus

State of Haryana
... Respondent(s)

CORAM: Hon'ble Mr. Justice Surya Partap Singh.

Present: MS. Hargun Sandhu and Mr. Rishab Tewari, Advocates
for the petitioner(s).

Mr. Parveen Kumar Aggarwal, Additional Advocate General,
Haryana, for the respondent.

Mr. Akun Sheemar, Advocate
for the complainant.

Surya Partap Singh, J.

1. For the commission of offence punishable under Sections _406, 420, 467, 468, 471, 506 and 120-B of the Indian Penal Code, 1860, hereinafter being referred to as “IPC” only, the FIR No. 49 dated 01.03.2023 has been lodged in Police Station Industrial Area, District Bhiwani, Haryana. This is first petition for bail, filed by the petitioner, under Section 483 of the Bharatiya Nagarik Suraksha Sanhita, 2023, hereinafter being referred to as “BNSS” only.
2. Heard.
3. It has been argued by learned counsel for the petitioner that by virtue of order dated 21.11.2024, with the consent of parties the matter was

referred to the Mediation and Conciliation Centre of this Court, and that

before the Mediator the parties have entered into a compromise with regard to the dispute pertaining to the present bail petition. A copy of compromise/settlement deed has been placed on record. The Clause (7) of the above mentioned compromise/settlement deed reads as under:-

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

- a) Both parties have agreed that an amount of Rs. 61,00,000/- (Rupees Sixty-One Lacs only) shall be paid by the first party to the second party in two installments, i.e., (i) Rs.30,00,000/- (Rupees Thirty Lacs only) on or before January 14, 2025, and (ii) Rs. 31,00,000/- (Rupees Thirty-One Lacs only) on or before February 25, 2025.*
- b) Both parties have agreed that the first party is making the aforementioned payment only for the limited scope specified, i.e., that the second party shall not oppose the anticipatory bail petition requested by the first party. However, in no case shall there be a default on the payment schedule mentioned above.*
- c) That the aforementioned payment is only limited to the extent of the anticipatory bail and in no manner shall be construed as if the first party is absolved of any alleged liability which he owes to the second party, nor shall it amount to an*

admission of any guilt on the part of the first party. The same shall be a matter of trial, to which both the parties have agreed. The veracity of the contents of the FIR is not being entered into the settlement and shall be subject to trial. The scope is limited to the extent of the second party not opposing the anticipatory bail petition, subject to the decision of the Hon'ble High Court. Both the parties may raise their stands regarding the contents of the FIR before the competent court of law.”

4. In view of the above mentioned clause the learned counsel for the petitioner has requested for disposal of the present petition.

5. The learned State counsel being assisted by the learned counsel for the respondent No.2/complainant has contended that the entire payment is yet to be released and till the payment of entire amount due towards the petitioner, the present petition should be kept pending.

6. The record has been perused carefully.

7. Since Clause 7(b) of the compromise/settlement deed dated 09.01.2025 contains a clause that the respondents shall not oppose the bail petition in view of compromise and the requisition condition for the above mentioned compromise has already been fulfilled by the petitioner, there is no justification in keeping the present petition pending.

8. In view of the above mentioned observations the present petition deserves to be allowed in terms of compromise/settlement deed

dated 09.01.2025. Hence, the same is hereby **allowed** and the petitioner is admitted to bail subject to his furnishing bail bonds to the satisfaction of learned trial Court. In case, the learned trial Court concerned is not available, on the date of furnishing bail bonds, the learned Sessions Judge shall be at liberty to assign the above case, for the above-mentioned purpose, to any other Court.

9. It is, however, made clear that any observation made here-in-above is only for the purpose of deciding the present petition and the same shall have no bearing on the merits of the case.

(Surya Partap Singh)
Judge

January 13, 2026
“DK”

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