



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

106**CRM-M-49657-2024**

Harsimarpreet Singh Bajwa

....Petitioner

V/s

State of Punjab and another

....Respondents

Date of decision:10.03.2026**Date of Uploading : 11.03.2026****CORAM: HON'BLE MR. JUSTICE SUMEET GOEL**

Present: Mr. H.S. Mander, Advocate for the petitioner.

Mr. Adhiraj Singh Thind, AAG Punjab.

Mr. Veer Vikram Singh Mann, Advocate for respondent No.2.

SUMEET GOEL, J. (Oral)

1. Present petition has been filed under Section 528 read with Section 483(3) of BNSS, 2023, seeking cancellation of regular bail granted to respondent No.2 vide order 17.02.2024 passed by learned Additional Sessions Judge, SAS Nagar (Mohali), in FIR No.147 dated 30.12.2023 registered for offences punishable under Sections 406, 420 and 120-B of IPC at Police Station Mullanpur, SAS Nagar (Mohali).

2. The gravamen of the FIR in question reflects that the same has been registered on the basis of a complaint made by the complainant—Harsimarpreet Singh Bajwa (petitioner herein), who is running company namely SVAS Residency, against respondent No.2 namely Talwinder Singh Kahlon and other accused persons namely Dr. Kawanljit Singh, Ajit Vatas, Charanjit Singh, Ramesh Kumar, Surinder Lala, Ranjit Singh and Gurmit Singh. In his complaint made to the police, the complainant has stated that his firm is involved in sale and purchase of property and wanted to start a

project in New Chandigarh. The accused Ajit Vatas alongwith his companions assured the complainant firm to get the property and made him introduce to other accused Talwinder Singh Kahlon (respondent No.2 herein), Dr. Kanwaljit Singh, Ranjit Singh and Gurmit Singh. A memorandum of understanding dated 21.06.2023 was executed between the parties, according to which the accused persons were to collect/provide 52 acres of land to the complainant firm. The memorandum was not signed by Dr. Kanwaljit Singh being government official and with an intention to cheat the complainant. Respondent No.2-Talwinder Singh Kahlon alongwith his companions introduced the complainant with Sarpanch Charanjit Singh at his house and they received Rs.21 lacs as token money in writing on the pretext of deal of 6½ acres land of Charanjit Singh and his family. Thereafter, on 12.07.2023 Talwinder Singh Kahlon (respondent No.2 herein), Charanjit Singh sarpanch, RajpalKaur, Surinder Lala, Ramesh Kumar, Ajit Vatas received Rs.1,05,00,000/and Dr. Kanwaljit Singh received Rs.85 lacs in cash on 15.07.2023. Subsequently, respondent No.2-Talwinder Singh Kahlon alongwith others assured the complainant to get the sale deed of the land. The complainant had transferred Rs.39 lacs in the account of Charanjit Singh and Rs.29 lacs in the account of Rajpal Kaur through RTGS. After completion of payment, the complainant demanded consent letter from Talwinder Singh Kahlon (respondent No.2 herein), however he assured him to get the sale deed of 3-4 acre of land. Then on 18.07.2023 on the asking of Talwinder Singh Kahlon, complainant paid Rs.1 Crore more to Charanjit Singh and Rajpal Kaur and writing was also done in this regard, which was witnessed by Talwinder Singh Kahlon (respondent No.2 herein), Dr. Kanwaljit Singh, Ramesh Kumar and

Surinder Lala. On 21.07.2023 they also executed another memorandum and received Rs.10 lacs and Rs.20 lacs was transferred in the account of company of M/s Solitare Estate Developers through RTGS. Despite receiving huge amount from the complainant applicant and his companions have not arranged any land to the complainant for execution of sale deed and cheated him for crores of rupees. On these set of allegations, the instant FIR came to be registered and investigation ensued.

3. Vide order dated 17.02.2024 passed by the concerned trial Court, respondent No.2 has been granted the concession of regular bail. The relevant of the said order reads thus:

“10. The allegations and counter assertions made by the applicant are matter of evidence. Without commenting further on merits of the case, the applicant is in custody since 20.01.2024 while co-accused have already been granted anticipatory bail by the Hon’ble High Court. The presentation of challan and conclusion of the trial will take long time and no useful purpose would be served by keeping the accused in custody. In view of my above discussion, applicant Talwinder Singh is ordered to be released on bail subject to his furnishing personal bonds in the sum of Rs.50,000/- with one surety in the like amount to the satisfaction of learned Illaqa Magistrate/Duty Magistrate subject to the following conditions. (i) That accused/applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade them from disclosing such facts to the Court or to any police officer. (ii) That accused/applicant shall not leave the country without prior permission of the court. (iii) That accused/applicant shall appear in the Court on each and every date of hearing.

File be consigned to the Record Room.”

4. Learned counsel for the petitioner (FIR-complainant) has iterated that the regular bail granted to respondent No.2 deserves to be cancelled as the said respondent has grossly misused the concession of bail granted to him. Learned counsel has further contended that the order passed

by the learned Additional Sessions Judge is contrary to the facts and circumstances of the present case and suffers from patent illegality. It is submitted that respondent No.2 is the main accused and the principal architect of the alleged fraud, who has cheated the petitioner (FIR-complainant) to the tune of approximately Rs.4,09,00,000/-. Learned counsel appearing for the petitioner has further argued that respondent No.2 has been granted the concession of regular bail by the concerned trial Court primarily on the premise that certain co-accused of respondent No.2 had earlier been granted the concession of anticipatory bail by this Court. It is contended that the said circumstance has been erroneously relied upon by the learned Court below, as the case of respondent No.2 stands on a completely different footing, being the main accused and the principal beneficiary of the alleged fraudulent transaction, whereas the other accused persons have been attributed a comparatively lesser or peripheral role. Therefore, parity with the co-accused, in the present circumstances, could not have been invoked by the learned Court below while granting bail to respondent No.2. Learned counsel for the petitioner has further submitted that the instant FIR came to be registered only after a detailed and thorough inquiry conducted by the office of the Senior Superintendent of Police (Investigation), SAS Nagar, Mohali, which prima facie revealed the involvement of respondent No.2 along with the other accused persons in the commission of the alleged offence. It has been further contended that respondent No.2, in connivance with the other accused persons, hatched a well-planned conspiracy and dishonestly induced the petitioner to part with a huge amount exceeding Rs.4 crores, thereby causing grave financial loss to the petitioner. It has also been vehemently argued that the magnitude of

the fraud, the active role attributed to respondent No.2 and the serious nature of the allegations clearly disentitle him from the concession of bail, and the learned Court below failed to appreciate these material aspects while granting bail. On the strength of the aforesaid submissions, learned counsel has prayed that the regular bail granted to respondent No.2 be set aside and the said respondent be taken into custody in accordance with law.

5. Learned State counsel has submitted that the concession of regular bail has been granted to respondent No.2 by the concerned trial Court after due consideration of the nature and gravity of the allegations, the stage of investigation, and the overall facts and circumstances of the case. Learned State counsel has further contended that the learned trial Court also took into account the fact that a compromise had been entered into between the parties, which was duly placed on record before the Court. According to learned State counsel, no material has been brought on record by the petitioner to demonstrate that respondent No.2 has, at any point of time, attempted to tamper with the prosecution evidence, influence or intimidate the witnesses, threaten the complainant, evade the process of law, or otherwise misuse the concession of bail granted to him. It has further been submitted that the parameters governing cancellation of bail are distinct and much stricter than those applicable for grant of bail, and in the absence of any supervening circumstances or misuse of the concession of bail, the order granting bail ought not to be interfered with. It has also been submitted that the investigation in the present case has been carried out in accordance with law, and the final report under Section 193 of the BNSS already stands presented before the Court of competent jurisdiction.

6. Learned counsel appearing for respondent No. 2 has iterated that the present petition is misconceived and an abuse of the process of law. Learned counsel has further iterated that the parameters for grant of bail and cancellation of bail are entirely distinct and unless there is cogent material to show misuse of liberty, interference with investigation, tampering with evidence, influencing of witnesses or likelihood of absconding, the bail once granted ought not to be cancelled. It has been further contended that the respondent No.2 has fully cooperated with the investigation and there is no allegation, much less any material, to suggest that respondent No.2 has attempted to threaten the complainant, influence witnesses or hamper the trial in any manner. Furthermore, the disputes between the parties are essentially civil in nature arising out of alleged co-ownership and sale of joint land and the criminal proceedings have been initiated to give a colour of criminality to what is essentially a property dispute. Learned counsel has emphasized that the seriousness of the allegations has already been considered by this Court at the time of grant of bail and the same cannot be re-agitated at the stage of cancellation. Moreover, once the regular bail has been granted by the Court, the same will only be cancelled upon showing cogent and overwhelming circumstances. Thus, dismissal of the instant petition is entreated for.

7. I have heard learned counsel for the parties and have gone through the available records of the case.

8. It would be apposite to refer herein to a judgment passed by this Court titled as ***Dinesh Madan vs. State of Haryana and another*** in ***CRM-M-9029-2023***, decided on 17.05.2024; relevant whereof reads as under:-

“12. The concept of “cancellation of bail” is statutorily manifested in terms of Section 439 (2) of 1973 Code. This concept was embodied in the earlier statute i.e. 1898 Code as well albeit with difference(s). The ratio decidendi of judgment in case of **Gurcharan Singh** (supra) makes it clear that, in the 1898 Code, the bail granted by the High Court could be cancelled only by it & bail granted by a Sessions Court could be cancelled by such Sessions Court only. However, Section 439(2) of 1973 Code has vested power to cancel bail which has been granted “under this chapter” upon both the High Court as also the Sessions Court. The words “under this Chapter” relates to Chapter XXXIII of Cr.P.C. of 1973 & hence the unequivocal result thereof is that the High Court as also the Sessions Court have requisite powers to cancel “any bail” granted by “any Court” by way of powers vested under this Chapter. In other words; the High Court is well empowered to cancel a bail granted by itself or by a Sessions Court or by the Court of a Magistrate while the Sessions Court is empowered to cancel a bail granted by High Court or by itself or by a Magistrate. However, a Sessions Court can cancel bail granted by High Court only on account of supervening/new circumstances or on account of misconduct of such accused or on account of violation of any condition(s) imposed by the High Court while granting bail. The Magistrate can, of course, cancel bail granted by him but he cannot cancel a bail granted by High Court or Sessions Court except when such accused has violated/contravened any condition(s) imposed upon by such High Court or Sessions Court while granting bail to such accused. This position, is indubitable, as a Magistrate has been vested with powers for cancellation of bail only in terms of Section 437(5) of 1973 Code whereas the High Court and Sessions Court have been vested with powers under Section 439 of Cr.P.C., of 1973 to cancel “any bail granted under Chapter XXXIII of 1973 Code”.

12.1 Section 439(2) of Cr.P.C., 1973 deals with “any person who has been released on bail under this Chapter” i.e. Chapter XXXIII of 1973 Code, which engirths in itself, Section 438 of the Code (provision envisaging anticipatory bail/pre-arrest bail) as well. Hence such power operates in realm of all kinds of bails, whether regular bail or anticipatory bail. Ergo, there is no conceptual difference between cancellation of regular bail and cancellation of anticipatory bail except that a Magistrate will not have statutory power to cancel an anticipatory bail granted by High Court or Sessions Court.

12.2. At this juncture, it would be profitable to consider an issue often springing up before Courts. Petition(s) labelled as plea(s) for “cancellation of bail” are filed in Court(s), more often than not, whether such applicant is actually seeking “cancellation of bail” on account of the accused misusing

*the grant of bail or on account of any supervening developments disentitling such accused to remain on bail OR where the plea raised is that, the bail ought not to have been granted at all vide the impugned order, in the factual conspectus of such case. The 1973 Code neither stipulates the words “cancellation of bail” nor “setting-aside of a bail order” but only stipulates the words “any person who has been released on bail be arrested and committed to custody”. There is no gainsaying that there is a foundational difference between “cancellation of bail” and “setting-aside of a bail order”; a difference which, by way of simile, can be said to be as stark as between chalk and cheese. The Hon’ble Supreme Court in cases of **Ranjit Singh** (supra) and **Neeru Yadav** (supra) has incontestably articulated that “cancellation of bail” is sought for on account of supervening circumstances/subsequent developments/misconduct of accused etc. whereas “setting-aside of a bail order” is sought for by laying challenge to the said bail order on ground of it being perverse or based on irrelevant material(s). The parameters for consideration of the two are, accordingly, different and contrastive.*

13. *The next aspect that craves attention is as to what are the factors relevant for considering of a plea for “cancellation of bail” or “setting-aside of a bail order.” At the very outset; it deserves to be noted that, it is too far well settled a principle to be ratiocinated upon, that consideration(s) for grant of bail vis.-a-vis. cancellation/setting-aside thereof are entirely different.*

14. *In a plea seeking “cancellation of bail”; such applicant ought to show, primarily, subsequent supervening circumstances such as accused having endeavored to influence/intimidate witness(s) or accused having violated bail condition(s) or accused having committed another offence(s) or accused having secured bail by misrepresenting/concealing material fact(s) or bail having been granted in ignorance/violation of statutory provisions and factors of akin nature. The Hon’ble Supreme Court in the case of **Himanshu Sharma** (supra) has delineated the nature and kind of such factors as have been stated by this Court hereinabove.*

14.1. *Further, the Hon’ble Supreme Court in the case of **Sanjay Gandhi** (supra) has enounced regarding the nature and degree of burden upon the applicant (seeking cancellation of bail). The plea of such an applicant has to be tested on the anvil of preponderance of probabilities & such an applicant is not required to prove, beyond reasonable doubt, the facts pleaded by him in support of such a plea.*

15. *In a plea seeking “setting-aside of a bail order”; the factors required to be considered are as to whether bail has been granted on relevant consideration(s); grounds required to be evaluated for grant of bail*

have been duly factored into the order granting bail and other factors of akin nature. The Hon'ble Supreme Court in the case of Jagjit Singh (supra) has held that the High Court or Sessions Court can set-aside an order granting bail passed by an inferior Court if such order is based on irrelevant considerations, order granting bail has resulted in miscarriage of justice etc. It goes without saying that the High Court or Sessions Court; while dealing a plea for setting-aside a bail order; sits in a jurisdiction, which is akin to appellate jurisdiction & hence it can look into the veracity and propriety of the order (granting bail) from all the perspectives. However, a Court while dealing with such a plea, ought not to substitute its own opinion with the one expressed in the impugned order.

16. *It would not be pragmatic to even attempt to lay-down exhaustive parameters in this regard as every case, especially a criminal case, is sui generis. Such a quixotic attempt ought to be avoided as no inexorable formulae can be laid down in this regard.*

17. *As an epilogue to above discussion, the following principles emerge:*

I. (i) *There is a conceptual distinction, between “cancellation of bail” & “setting-aside of a bail order”. In a plea seeking “cancellation of bail”; the factors required to be considered are akin to supervening circumstances/events or mis-conduct of accused whereas in a plea seeking “setting-aside of a bail order”; the factors required to be considered are akin to the order in question being unjustified or illegal or not based on relevant consideration(s). In other words, a plea seeking “setting aside of a bail order” is more in the nature of laying challenge to an order granting bail before a superior Court upon merits thereof.*

(ii) *It would be pragmatic as also desirable, for the cause of ease and clarity, that a plea filed under Section 439 of Cr.P.C., 1973 clearly states as to whether the plea is for “cancellation of bail” or for “setting aside of a bail order.” or on both accounts.*

II. Plea seeking cancellation of Regular Bail.

(i) *A High Court has power to cancel regular bail granted by itself or by a Sessions Court or by a Magistrate's Court.*

(ii) *A Sessions Court has a power to cancel regular bail granted by High Court or by itself or by a Magistrate's Court. However, the Sessions Court can cancel regular bail granted by High Court only where the accused has violated any condition(s) imposed by the High Court (while granting bail) or on account of such accused having misused liberty granted to him by trying to influence witness(s) or having tried to delay trial by absenting himself or having committed another offence(s) while on bail and other factors of akin nature. In other words, a Sessions Court can cancel bail*

granted to an accused by High Court only on account of such like supervening/subsequent events but cannot adjudicate upon veracity of the High Court order (whereby bail was granted to such accused.)

(iii) A Magistrate does have the power to cancel a regular bail granted by him in terms of Section 437(5) of Cr.P.C. 1973. However, a Magistrate does not have the power to cancel regular bail granted by the High Court or Sessions Court except in a situation wherein the accused has violated any condition(s) imposed upon him when granted such bail by the High Court or the Sessions Court.

(iv) In case cancellation of a regular bail granted by the Sessions Court is sought for; such plea ought to be ordinarily filed before the Sessions Court itself. However, since there is concurrent jurisdiction of the High Court as also Sessions Court in terms of Section 439(2) of Cr.P.C. 1973, the filing of such a plea straight away before the High Court is not ipso facto barred. At the same time, it would be expedient that such a plea (filed straight away before the High Court) must show cogent reason(s) for not approaching the Sessions Court in the first instance.

(v) The factors for consideration in a plea for cancellation of a regular bail are whether the accused has misused liberty granted to him by trying to influence witness(s) or has tried to delay trial or has committed another offence(s) while on bail, whether the accused has flouted the cancellation of bail, whether bail was procured by misrepresentation or fraud or concealing relevant material and similar factors of akin nature. There is no gainsaying that above factors are only illustrative in nature as it is not axiomatic to exhaustively enumerate them.

(vi) Where such plea raises ground(s) that bail has been granted on account of misrepresentation of facts or a fraud having been played on Court which has granted bail or concealment of material/relevant facts; it would be expedient that such plea be filed, in the first instance itself, before the Court which had granted bail in question.

(vii) The degree and nature of proof required to be shown by an applicant (seeking cancellation of regular bail) is that of preponderance of probabilities and not one of being beyond reasonable doubt.

III. Plea seeking setting-aside of regular bail order.

(i) A plea seeking "setting-aside of a bail order" has to be essentially filed in the Court, superior to the one which has granted bail.

(ii) In case setting-aside of a bail order granted by the Magistrate's Court is sought for, such plea ought to be ordinarily filed before the Sessions Court. However, since there is concurrent jurisdiction of the High Court as also Sessions Court in terms of Section 439(2) of Cr.P.C. 1973, the filing of such a plea straight away before the High Court is not ipso facto barred. At

the same time, it would be expedient that such a plea (filed straight away before the High Court) must show cogent reason(s) for not approaching the Sessions Court in the first instance.

(iii) For setting-aside a bail order passed by a Sessions Court; such plea, but of-course, will have to be filed before the High Court.

IV. Plea seeking cancellation of anticipatory bail/pre-arrest order

(i) A High Court has power to cancel an anticipatory bail granted by it or by a Sessions Court.

(ii) A Sessions Court has power to cancel an anticipatory bail granted by High Court or earlier granted by it. However, the Sessions Court can cancel anticipatory bail granted by High Court only where the accused has violated any condition(s) imposed by the High Court (while granting such bail) or on account of such accused having misused liberty granted to him by trying to influence witness(s) or having tried to delay trial by absenting himself or having committed another offence(s) while on bail and other factors of akin nature. In other words, a Sessions Court can cancel anticipatory bail granted to an accused by High Court only on account of such likes supervening/subsequent events but cannot adjudicate upon veracity of the High Court order (whereby such bail was granted to such accused.)

(iii) In case cancellation of an anticipatory bail granted by Sessions Court is sought for; such plea ought to be filed ordinarily before Sessions Court itself. However, since there is concurrent jurisdiction of the High Court as also Sessions Court in terms of Section 439(2) of Cr.P.C. of 1973, the filing of such a plea straight away before the High Court is not barred. At the same time, it would be expedient that such a plea (straight away filed before High Court) must show cogent reasons for not approaching the Sessions Court in first instance.

(iv) The factors for consideration in a plea for cancellation of an anticipatory bail are whether the accused has misused liberty granted to him by trying to influence witness(s) or has tried to delay trial or has committed another offence(s) while on bail, whether accused has flouted the cancellation of bail, whether bail was procured by misrepresentation or fraud or concealing relevant material, and similar factors of akin nature. There is no gainsaying that above factors are only illustrative in nature as it is not axiomatic to exhaustively enumerate them.

(v) Where such plea raises ground(s) that bail has been granted on account of misrepresentation of facts or a fraud having been played on Court which has granted bail or concealment of material/relevant facts; it would be expedient that such plea be filed, in the first instance itself, before the Court which had granted bail in question.

(vi) *The degree and nature of proof required to be shown by an applicant (seeking cancellation of an anticipatory bail) is that of preponderance of probabilities and not one of being beyond reasonable doubt.*

V. Plea seeking setting aside of an anticipatory bail/pre-arrest bail order

(i) *A plea seeking setting aside of an anticipatory bail/pre-arrest bail order by a Sessions Court has to be essentially filed before High Court.*

(ii) *The factor, required to be considered in a plea seeking setting aside of an anticipatory/pre-arrest bail order; is as to whether the impugned order (granting anticipatory bail/pre-arrest bail) has objectively dealt with nature and gravity of allegations against accused, role of accused in the crime(s) alleged, need for custodial interrogation, likelihood of accused influencing the investigation/witnesses, likelihood of the accused absconding from process of justice etc.*

VI. *Where a plea made under Section 439(2) of Cr.P.C. 1973 raises grounds regarding “cancellation of bail” as also for “setting aside of bail order”, such plea has to be essentially made before the superior Court.*

9. The factual matrix, as emerging from the record, is that the FIR in question has been registered at the instance of the petitioner, who claims to be running a residency/real estate firm. The petitioner firm (FIR-complainant) intended to start a real estate project in New Chandigarh. It is alleged that accused Ajit Vatas, along with his companions, approached the complainant and assured him that they would arrange suitable land for the said project. In this regard, the complainant was introduced to Talwinder Singh Kahlon (respondent No.2 herein), Dr. Kanwaljit Singh, Ranjit Singh and Gurmit Singh. It has been alleged that a Memorandum of Understanding dated 21.06.2023 was executed between the parties, whereby the accused persons undertook to arrange/collect approximately 52 acres of land for the complainant firm. However, the said Memorandum of Understanding was allegedly not signed by Dr. Kanwaljit Singh, who is stated to be a government official, allegedly with an intention to conceal his involvement and to facilitate the alleged fraudulent transaction. It is further

alleged that respondent No.2 Talwinder Singh Kahlon, along with his associates, introduced the complainant to one Charanjit Singh, Sarpanch, at his residence, whereupon an amount of Rs.21,00,000/- was allegedly received as token money, with respect to a proposed transaction concerning 6½ acres of land belonging to Charanjit Singh and his family members. Thereafter, on 12.07.2023, it is alleged that Talwinder Singh Kahlon (respondent No.2 herein), Charanjit Singh (Sarpanch), Rajpal Kaur, Surinder Lala, Ramesh Kumar and Ajit Vatas collectively received an amount of Rs.1,05,00,000/- from the complainant. It has further been alleged that Dr. Kanwaljit Singh received an additional amount of Rs.85,00,000/- in cash on 15.07.2023. Subsequently, respondent No.2 Talwinder Singh Kahlon, along with the other accused persons, continued to assure the complainant that the sale deed of the land would shortly be executed in his favour. In furtherance of the said assurances, the complainant transferred Rs.39,00,000/- to the bank account of Charanjit Singh and Rs.29,00,000/- to the account of Rajpal Kaur through RTGS transactions. It is further alleged that after making the aforesaid payments, the complainant demanded a consent letter from respondent No.2 Talwinder Singh Kahlon, however, the latter continued to assure the complainant that the sale deed with respect to 3–4 acres of land would soon be executed. Thereafter, on 18.07.2023, on the asking of Talwinder Singh Kahlon (respondent No.2 herein), the complainant allegedly paid an additional amount of Rs.1,00,00,000/- to Charanjit Singh and Rajpal Kaur, for which a written acknowledgment was also executed, and the said document was witnessed by Talwinder Singh Kahlon (respondent No.2 herein), Dr. Kanwaljit Singh, Ramesh Kumar and Surinder Lala. It is further the case of

the prosecution that on 21.07.2023, another memorandum/document was executed between the parties, pursuant to which an amount of Rs.10,00,000/- was paid in cash, while a further sum of Rs.20,00,000/- was transferred through RTGS to the account of M/s Solitaire Estate Developers. Despite receiving huge amounts of money from the complainant, running into several crores of rupees, the accused persons allegedly failed to arrange the land or execute the sale deed in favour of the complainant, thereby cheating the complainant and causing him substantial financial loss.

9.1. In the present case, learned counsel for the petitioner has not been able to point out any material on record to demonstrate that respondent No.2—accused, after being granted the concession of bail, has misused the said liberty by tampering with the prosecution evidence, influencing or intimidating witnesses, evading the process of law, or otherwise interfering with the course of investigation or trial. It is pertinent to note that it is neither the stand of the State nor that of the petitioner herein that respondent No.2 has misused the concession of regular bail by threatening or intimidating the witnesses or by attempting to influence the investigation or the pending trial. It is well settled that the parameters governing cancellation of bail are distinct and far more stringent than those applicable at the stage of grant of bail. Cancellation of bail is not to be ordered merely because the complainant or the prosecution is dissatisfied with the order granting bail, but only when there are supervening circumstances indicating misuse of the liberty granted to the accused. In the present case, no material has been placed on record which may prima facie establish that respondent No.2 has influenced any witness, tampered with the prosecution evidence, or otherwise obstructed the course of justice in the pending trial. In the absence

of any clear, cogent and convincing material demonstrating violation of the conditions of bail or misuse of the liberty so granted, this Court does not find any justifiable ground to invoke the extraordinary jurisdiction for cancellation of bail. Moreover, there is nothing on record to suggest that respondent No.2 has, in any manner, abused the concession of bail granted to him. It is trite law that bail once granted cannot be cancelled merely on re-appreciation of the facts and circumstances which were already considered at the time of grant of bail, unless there is a clear case of abuse of liberty or violation of the conditions imposed by the Court.

11. In the absence of any cogent material to show that respondent No.2 has misused the concession of regular bail, no case is made for cancellation of regular bail. The order passed by this Court is a well-reasoned speaking order and cannot be said to be suffering from vice of non-application of judicial mind. This Court, keeping in view the entirety of the facts and circumstances of the case(s) in hand, does not find any good ground to hold that this Court, while passing the impugned order has overstepped its jurisdiction or has not exercised the same in right perspective. Therefore, the petition in hand deserves rejection.

12. Keeping in view the entirety of the facts and circumstances of the case in hand, no ground is made out to set-aside the regular bail earlier granted to respondent No.2 vide the impugned order. Therefore, the petition in hand deserves rejection.

13. As a sequel to the above discussion, the present petition, seeking cancellation of regular bail passed by this Court, is dismissed.

14. It, indubitably, goes without saying that nothing said hereinabove shall be construed as an expression of opinion on the merits of the case.

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

(SUMEET GOEL)
JUDGE

March 10, 2026
Naveen

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