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

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Rajesh Gupta

...Petitioner

V/s

State of Haryana and another

...Respondents

Date of decision: 24.03.2026**Date of Uploading : 24.03.2026****CORAM: HON'BLE MR. JUSTICE SUMEET GOEL**

Present: Mr. Rajiv Kumar Saini, Advocate for the petitioner
(through Video Conference).

Ms. Mahima Yashpal Singla, Senior DAG Haryana.

Mr. Dhananjay Singh, Advocate and
Ms. Chetan Gupta, Advocate for respondent No.2.

SUMEET GOEL, J. (Oral)

1. The present petition has been filed under Section 482 of BNSS seeking grant of anticipatory bail to the petitioner in case FIR No.330 dated 22.11.2024 registered under Sections 406, 420, 467 and 468 IPC at Police Station Urban Estate, Hisar.

2. The gravamen of the FIR is that the petitioner, by falsely representing himself as capable of arranging overseas work visas, dishonestly induced the complainant to part with a substantial amount. It has been alleged in the FIR that the petitioner has gained the trust of the complainant and his family by staying in their PG and claiming that he could arrange work visas for the foreign countries. Believing his words, the complainant had paid a total amount of about ₹10.85 lakh to send his son abroad. It has been further alleged that after receiving the money, the



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petitioner had failed to arrange the promised visa. Thereafter, the petitioner first gave excuses and later provided a visa document which turned out to be fake when verified. When the complainant demanded the money back, the petitioner admitted his mistake and returned only a small portion of the amount and promised to repay the rest. However, he neither returned the remaining ₹10.00 lacs nor arranged any genuine visa. Instead, he issued cheques for repayment but upon presentation those cheques were dishonoured. On these set of allegations, the FIR in question came to be registered and investigation ensued.

3. Learned counsel for the petitioner has iterated that the petitioner has been falsely implicated into the FIR in question as the same has been lodged with *mala fide* intention. Learned counsel has further iterated that the dispute between the parties is purely of civil in nature arising out of a monetary transaction, which has been unnecessarily given a criminal colour. It has been further contended that the petitioner has no dishonest intention from the beginning and has made genuine efforts to arrange the visa. Furthermore, the part payment has already been made and the petitioner has undertaken to settle the remaining amount, which shows his bona fides. Learned counsel has further emphasized that petitioner is ready and willing to make earnest efforts to repay the outstanding amount to the complainant. It has been contended that on account of certain financial constraints, the petitioner could not adhere to the earlier undertaking and prays that some reasonable time may be granted to the petitioner to make rest of the payment towards the alleged liability and to demonstrate his *bona*



fides. On the strength of these submissions, the grant of petition in hand is entreated for.

4. *Per contra*, learned State counsel has submitted that as far as specific role of the petitioner is concerned, he has committed fraud with the complainant and grabbed an amount of ₹10,85,000/- from the complainant under the pretext of providing work visa to the son of the complainant.

5. Learned counsel appearing for respondent No.2 has argued that the petitioner has played fraud not only with the respondent No.2/complainant but also with this Court. Learned counsel has iterated that the petitioner was afforded the concession of interim protection by this Court solely on the ground that he has expressed his willingness to settle the dispute with the complainant and accordingly, the matter was referred to the Mediation and Conciliation Centre of this Court for exploring the possibility of an amicable resolution. However, despite availing such indulgence, the petitioner has failed to adhere to the terms of the settlement so arrived at. It has been submitted that the petitioner has neither honoured his commitment to make the agreed payment nor showed any genuine effort to comply with the settlement within the stipulated time. Learned counsel has further contended that the conduct of the petitioner clearly demonstrates that the assurance given before this Court was merely to secure interim protection and was not backed by any *bona fide* intention to resolve the dispute. Learned counsel has emphasized that the petitioner has been granted the concession of interim protection solely on the basis of compromise and the conduct of the petitioner in violating the settlement amounts to misuse of concession granted by this Court. It has been further argued that even after

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the mediation proceedings, no substantial amount has been paid to the complainant and the petitioner has defaulted on his own undertaking which clearly shows the mala fide intention of the petitioner since the inception of the compromise. On the strength of these submissions, the dismissal of the petition in hand is prayed for.

6. I have heard the learned counsel for the rival parties and have gone through the available record of the case.

7. The factual *milieu* of the case in hand, especially perusal of the *earlier order dated 15.01.2025*, reflects that there was no adjudication of the plea of anticipatory bail on merits thereof and a Coordinate Bench of this Court has proceeded to afford the concession of interim protection primarily on the basis of the statement made by the petitioner expressing his willingness to amicably settle the dispute with the complainant. Acting upon such assurance, this Court had referred the matter to the Mediation and Conciliation Centre to explore the possibility of a settlement between the parties. However, the record reflects that despite availing such an opportunity and the indulgence granted by this Court, the petitioner has failed to honour the terms of the settlement arrived at during mediation proceedings. Admittedly, the petitioner has neither made the agreed payment nor demonstrated any sincere effort to comply with the settlement within the stipulated period. The conduct of the petitioner, thus, assumes significance. In the considered opinion of this Court, the assurance extended before this Court appears to have been made only to secure interim protection from arrest rather than out of any genuine intention to resolve the



dispute. Such conduct cannot be countenanced and amounts to misuse of the concession granted by this Court.

7.1. It is a fundamental principle of law that when a party secures a discretionary order of bail predicated upon a compromise, the terms of that settlement cease to be a mere private arrangement. By inviting the Court to act upon such a compromise, the petitioner effectively transmutes a horizontal contractual obligation into a vertical undertaking toward the Bench. Consequently, any subsequent default does not merely give rise to a civil cause of action for breach of contract, but rather constitutes a direct affront to the dignity of the Court and a violation of the solemn assurance upon which the petitioner's liberty was contingent. The discretionary power of bail under the Code is intended to balance personal liberty with the administration of justice; it is not a sanctuary for those who intend to treat judicial orders as *optional* or *negotiable*. At this juncture, it would be apposite to refer herein to a judgment passed by the Hon'ble Supreme Court titled as ***Gajanan Dattatray Gore vs. The State of Maharashtra and another, 2025 INSC 913***, relevant whereof reads as under:

"16. We have come across cases like the one in hand where accused persons have gone to the extent of filing affidavits in the form of undertaking that they would deposit a particular amount within a particular period and then conveniently resile from such undertakings saying it is an onerous condition.

17. In some cases, perhaps the accused may abide by such undertaking, but our experience so far has been that in many cases the accused later would not abide and flout the undertaking. In many cases it would be argued on behalf of the accused that he had never made such a statement and the court on its own had recorded in the order that the accused is ready and willing to deposit a particular amount. At times the entire blame is thrown on the lawyer in making such statement for the purpose of obtaining order of bail or anticipatory bail as the case may be. In such



circumstances, the concerned court would be left with no other option but to cancel the bail either at the instance of the State or the original complainant.

18. The case in hand is one in which the appellant on his own free will and volition filed an affidavit in the form of an undertaking before the High Court that he would deposit an amount of Rs.25,00,000/- but ultimately resiled to do so and the High Court had to cancel the bail. It was too much for the lawyer of the appellant to argue before the High Court that asking his client to deposit Rs. 25,00,000/- was unreasonable. It reflects on the professional ethics.

19. By this order, we make it clear and that too in the form of directions that henceforth no Trial Court or any of the High Courts shall pass any order of grant of regular bail or anticipatory bail on any undertaking that the accused might be ready to furnish for the purpose of obtaining appropriate reliefs.

20. The High Courts as well as the Trial Courts shall decide the plea for regular bail or anticipatory bail strictly on the merits of the case. The High Courts and the Trial Courts shall not exercise their discretion in this regard on any undertaking or any statement that the accused may be ready and willing to make.

21. This practice has to be stopped. Litigants are taking the courts for a ride and thereby undermining the dignity and honor of the court.

22. We hope and trust that the High Courts as well as the Trial Courts across the country do not commit the same mistake again.

23. In the case in hand, so far as the plea for regular bail is concerned, we are not inclined to look into. The appellant has made a mockery of justice. He could be said to have abused the process of law. If at all the High Court wanted to release the appellant on bail, it should have first asked him to deposit the amount within a particular period of time and upon such deposit the appellant could have been released.

24. Be that as it may, now we have made ourselves very clear that there shall not be a single order that the High Courts and the Trial Courts shall pass for grant of regular bail or anticipatory bail on the basis of any accused or his/her family members giving an undertaking to deposit a particular amount. The plea shall be decided strictly on merits in accordance with law. If the case is made out on merits the court may exercise its discretion and if no case is made out on merits the court shall reject the plea for regular bail or anticipatory bail as the case may be.



However, in any circumstances the High Courts or trial courts shall not pass a conditional order of regular bail or anticipatory bail.”

It is pertinent to note herein that in ***Gajanan Dattatray Gore*** (supra) the Hon’ble Supreme Court issued a categorical mandate to the District Judiciary and the High Courts to adjudicate bail applications strictly on their substantive merits, without being influenced by or predicated such relief upon any undertaking or statement of settlement offered by the accused.

7.2. This Court takes judicial notice of a burgeoning and distressing trend wherein accused-petitioner utilize the prospect of an amicable settlement as a strategic artifice to procure discretionary relief, only to subsequently repudiate their commitments once liberty is secured. Such conduct leaves the complainant in a state of precarious vulnerability and reduces the machinery of justice to a state of suspended animation. This maneuver of securing freedom through the pretense of restitution, is a flagrant manipulation of the Court’s leniency. It is a stratagem that must be met with stern condemnation and shall have no sanctuary within the equitable jurisdiction of this Court. This Court finds it imperative to discourage this growing propensity for *litigation opportunism* where the sanctuary of a judicial undertaking is traded for temporal procedural gain. To permit an accused-petitioner to resile from a Court-sanctioned compromise, with impunity, would be to render this Court’s orders toothless and the administration of justice illusory. To view this breach as a simple civil dispute would be to allow the judicial machinery to be weaponized for private gain. The petitioner’s conduct demonstrates that the promise of



of custody without any bona fide intent to honor his commitments. Such ‘shopping for liberty’ through hollow undertakings undermines the majesty of the law and brings the administration of justice into disrepute. There exists no doubt that the petitioner has treated the judicial process contumely, taking the court’s leniency for a ride through a pre-meditated strategy of non-compliance

7.2. In view of the foregoing, this Court is of the considered opinion that the continued protection of the petitioner’s liberty is no longer tenable. It is well settled that the relief of anticipatory bail is discretionary in nature and is to be granted only when the applicant approaches the Court with clean hands and demonstrates *bona fides*. In the instant case, the petitioner, having failed to abide by his own undertaking and the settlement arrived at before the Mediation Centre, cannot be permitted to take advantage of the equitable jurisdiction of this Court.

8. In view of the prevenient ratiocination, it is ordained thus:
- (i) The instant petition is devoid of merits and is hereby dismissed.
 - (ii) Nothing said hereinabove shall be deemed to be an expression of opinion upon merits of the case/investigation.
 - (iii) Pending application(s), if any, shall also stand disposed off.

(SUMEET GOEL)
JUDGE

March 24, 2026
Ajay

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