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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% ***Date of Decision : 29.10.2026***

\# **CNR No. DLHC010156902025**

\+ **CRL.M.C. 1989/2025**

JOGINDER KUMAR .....Petitioner

Through: Mr. Bramhansh Bhardwaj and Mr. Archit Kaushik, Advs.

versus

STATE OF NCT OF DELHI & ANR. .....Respondents

Through: Mr. Utkarsh, APP for the State.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

1. The petitioner is the complainant in FIR No. 0184/2024, registered under Sections 420/34 of the Indian Penal Code, 1860 (IPC), at P.S. Paschim Vihar West. The petitioner herein seeks cancellation of anticipatory bail granted to the respondent no.2 *vide* order dated 07.08.2024 passed by this Court in BAIL APPLN. 1807/2024.

2. The order dated 07.08.2024 records that the dispute has been settled, and in terms of the settlement, Boby @ Akram had agreed to pay a sum of Rs.2,00,000/-. It was on this footing that the respondent no.2 was admitted to anticipatory bail.

3. Under the settlement agreement dated 16.07.2024 (appended as Annexure A-3 to the present petition), executed between the petitioner and respondent no.2, the last instalment fell due on 22.01.2025. Since then, the respondent no.2 has obtained time from this Court on multiple occasions and

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not honoured any of those undertakings.

4. In this regard, reference may be made to the order dated 05.05.2025 passed in the present proceedings, which records the submissions of respondent no.2 that he would pay the settlement amount. *Vide* the same order, the respondent no.2 was directed to appear in person on the next date of hearing.

5. Even thereafter, repeated assurances were made on subsequent dates of hearing, which were also not adhered to.

6. *Vide* order dated 17.04.2026 passed in the present proceedings, again the submission of learned counsel for the respondent no.2 was recorded as under:

> 2. Learned counsel for respondent No. 2 appears and submits that as per instructions, respondent No. 2 would clear the balance amount within four weeks from today. He submits that since respondent No. 2 has undergone some eye surgery, therefore, he was not in position to arrange for the funds and unable to appear today.

7. The following directions were also passed on the same day:

> 4. Respondent No. 2 shall appear in person on the next date of hearing and would also ensure that amount is duly paid within four weeks from today as undertaken above.

8. Thereafter, on the successive dates of hearing, the same undertaking was given by the respondent no.2. On 13.10.2026, learned counsel for the respondent no.2 unequivocally undertook, on instructions, that the respondent no.2 shall clear the remaining amount payable to the petitioner on or before 20.10.2026. Despite the aforesaid, no payment has been made by the respondent no.2 till date.

9. Given the conduct of the respondent no.2 in the present case, there

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exists cogent and overwhelming circumstances which warrant cancellation of bail.

10. It is noticed that the anticipatory bail was not granted on merits. It was granted on the ground that the respondent no.2 has settled the matter with the complainant to pay the amount specified in the settlement agreement. That foundation no longer exists. Moreover, this is clearly not a case of inability to pay. For the past more than one year, the respondent has made repeated assurances to this Court that necessary payment shall be made and several adjournments have been obtained on that basis.

11. Reference in this regard may be placed upon an order dated 22.09.2026 passed by this Court in '***Dheeraj Tyagi v. State of NCT of Delhi & Ors.***' (2026:DHC:8223), wherein this Court has observed as under:

> *"37. An accused who secures his liberty by holding out a settlement and then repeatedly acts in violation / breach of undertaking given to the Court, abuses the process of the Court and the liberty granted to him. Further, the very order dated 01.02.2025 on which the petitioner relies, requires him to appear before the Court, as and when directed."*

12. The respondent no.2 has acted in utter violation of his own undertakings and disregarded the directions of this Court. As such, the protection of this Court has been abused to defer the obligation which was very basis of which the anticipatory bail was granted.

13. This Court is conscious that the jurisdiction to grant or cancel bail is not a mechanism for recovery of money, and that a mere failure to pay an amount agreed upon under a settlement would not, by itself and without more, justify cancellation of bail. However, as noted, there are exacerbating circumstances in the present case, as noted aforesaid.

14. The respondent no. 2 is not present in Court today and as such there is

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no occasion to consider other aspects of the matter. Respondent no. 2 cannot be allowed to indefinitely enjoy the benefit of anticipatory bail while constantly flouting the undertakings given to this Court.

15. The petition is, accordingly, allowed. The anticipatory bail granted to the respondent no.2 is cancelled.

16. The Investigating Officer is directed to proceed against the respondent no.2 in accordance with law.

17. The respondent no.2 is at liberty to file afresh and/or avail appropriate remedies which shall be considered in accordance with law.

18. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

OCTOBER 29, 2026/*at/ka*

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