

**CRM-26279-2023 &  
CRM-4741-2025 &  
CRM-33624-2025 in  
CRM-M-32153-2021**

Surinder Pal Singh        V/s    State of Punjab and another

Present:    Mr. A.P. Kaushal, Advocate and  
Ms. Pallavi Bahre, Advocate for the applicant-respondent No.2.  
Mr. Baljinder Singh Sra, Additional Advocate General, Punjab.  
Mr. Yogesh Goel, Advocate  
Mr. Jashanpreet Singh, Advocate and  
Ms. Izairra Mittal, Advocate for the non-applicant-petitioner.

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**CRM-26279-2023**

1.        An application bearing No.CRM-26279-2023 (hereinafter referred to as '*application in hand*') has been preferred by respondent No.2-FIR complainant for recalling the order dated 17.01.2022 earlier passed by this Court in CRM-M-32153-2021 (hereinafter referred to as the '*main petition*') whereby pre-arrest/anticipatory bail was granted to the non-applicant-petitioner.

2.        Shorn of non-essential details, the relevant factual matrix of the *lis* in hand is adumbrated, thus:

(i)        An FIR bearing No.157 dated 10.07.2020 (hereinafter referred to as '*FIR in question*') came to be registered against the petitioner at the instance of applicant-respondent No.2 under Section 420 of IPC at Police Station Divison No.5, District Ludhiana. The gravamen of the FIR in question reflects that an application was received by the Police by Sunil Kumar (applicant/respondent No.2-FIR complainant) against Surinder Pal Singh (accused-petitioner), Director of JMS Investment Private Ltd for committing fraud. It was alleged therein that the accused-petitioner had developed a housing project named JMS Homes (Akmi Township) on

Chandigarh Road, Ludhiana. The accused-petitioner executed an agreement to sell dated 05.02.2013 for Flat No.403, Ground Floor for a total consideration of Rs.36 lacs with the applicant-respondent No.2. Accordingly, the accused-petitioner received Rs.14 lacs in cash and Rs.23,16,000/- through cheques and the remaining amount was to be paid at the time of possession. As per the agreement, the possession of the flat was to be handed-over within 08 months. It was further alleged that even after a long time, possession was not given. Accordingly, the respondent No.2-FIR complainant visited the office of accused-petitioner several times but no possession was handed-over. After a considerable passage of time when the possession was not delivered, the respondent No.2-FIR complainant demanded refund of his money but the accused-petitioner refused to return the amount. Based on these set of allegations, the FIR in question came to be registered.

(ii) The accused-petitioner preferred a plea for pre-arrest/anticipatory bail before the Sessions Court which came to be dismissed on 20.07.2020. Thereafter, the petitioner approached this Court for grant of pre-arrest/anticipatory bail by way of the *main petition*. During the course of hearing of the *main petition*, it transpired that a submission was raised on behalf of the accused-petitioner that he was ready to settle the dispute amicably whereupon the parties were directed to appear before the Mediation and Conciliation Centre of this Court on 20.05.2021 and arrest of the petitioner was stayed.

(iii) Thereafter, it was brought to the notice of this Court that the parties have entered into a written compromise before the Mediation and Conciliation Centre of this Court; relevant whereof reads thus:

*"The following settlement has been arrived at between the Parties hereto with regard to the following properties:*

- a) That the petitioner/first party is the Director and Authorized Signatory in JMS Investment Pvt Ltd who has started a housing project by the name of JMS Homes.*
- b) That the petitioner/first party entered into Floor Buyers Agreement dated 20.03.2013 with the complainant - Sunil Kumar for purchase of flat/ant No.403, Ground Floor in JMS Homes, At Akme Township, Chanmitgath Road, Ludhiana*
- c) That the complainant had to give the possession of the flat within month of the signing of the Buyers Agreement*
- d) That the parties have agreed that the petitioner will hand over the possession and execute the sale-deed of furnished alternate flat No. 414, Second Floor as per the agreement on or before 25.12.2022 to the complainant. It is further agreed that the petitioner will also hand over the roof rights of Flat No.414, Second Floor. The balance amount of Rs.1,76,000/- will not be paid by the complainant as the price of the second floor flat is less than the ground floor flat as full and final cost of the flat.*
- e) That the alternate site/flat offered by the petitioner/first party to the complainant is acceptable to the complainant. The alternate flat/site which the petitioner has shown to the complainant is flat No.414. Second Floor (corner) in JMS Homes at Akme Township.*
- f) That the keys of the flat will be delivered to Sh A.P. Kaushal Advocate (P-996/2001) for the complainant, who will keep it trust and hand over the keys to the complainant only on quashing of the FIR.*
- g) That it is further agreed between the parties that after the complainant hands over the possession of the flat to the complainant, the complainant will get the FIR quashed.*
- h) That it has been agreed between the parties that the petitioner will hand over the flat and execute the sale-deed and have over the flat No.414. Second Floor (corner) in JMS Homes in Akme Township on or before 25.12.2022.*
- i) That both the parties have agreed that all the terms and conditions of the agreement dated 20.03.2013 will be binding on both the parties except to the extent modified by this settlement.*

7. *The parties further undertake not to initiate or institute any unwanted litigation against each other and their family arising out of the matter in dispute. The parties further undertake not to use any document etc. against each other which have been left in their possession after this date of agreement or used as evidence against each other in Court of Law.*

8. *As per knowledge of both the parties, there is no other pending litigation between the parties qua the present dispute. It has been further agreed between the parties that in case of coming into knowledge of any petition or case filed by any of the parties against other, the same shall be withdrawn by either of the party on handing over the possession of the flat.*

9. *This compromise has been arrived at between the parties without any pressure, undue influence or misrepresentation and both the parties have agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise.*

10. *It has been further decided between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.*

11. *The parties have gone through the contents and the same have been explained to the parties in vernacular language i.e. Punjabi as well and after admitting the same as correct, have put their respective signatures along with their counsels who have identified them.*

12. *That the complainant- second party will extend every help and cooperation in getting the FIR No.157 dated 10.07.2020, under Section 420 of Indian Penal Code, registered at Police Division No.5, District Ludhiana quashed by way of filing affidavit or giving of consent statement before the Competent Court of jurisdiction and get the FIR quashed on 25.12.2022.”*

(iv) Thereafter, vide order dated 17.01.2022 (hereinafter referred to as the ‘*earlier order dated 17.01.2022*’) the *main petition* was disposed of granting anticipatory bail to the petitioner as also directing the parties to abide by the terms and conditions of the settlement agreement dated 25.11.2021. The said order dated 17.01.2022 reads thus:

*“Case is taken up for hearing through video conferencing.*

*Through this petition, the petitioner seeks anticipatory bail in case bearing FIR No.157 dated 10.07.2020, registered under Section 420 IPC, at Police Station Division No.5, District Ludhiana.*

*Vide order dated 13.10.2021, passed by this Court, the parties were directed to appear before the Mediation and Conciliation Centre of this Court, to explore the chances of compromise, if any and in the meantime, the arrest of the petitioner was stayed.*

*Learned counsel for the petitioner as well as learned counsel for respondent No.2/complainant submits that in compliance of the aforesaid order, the parties appeared before the Mediation and a compromise dated 25.11.2021, has been effected between them. The relevant extract of the aforesaid settlement agreement is as under:-*

*“d) That the parties have agreed that the petitioner, will have over the possession and execute the sale-deed of furnished alternate flat No.414, 2<sup>nd</sup> Floor, as per the agreement on or before 25.12.2022 to the complainant. It is further agreed that the petitioner will also hand over the roof rights of Flat No.414, 2<sup>nd</sup> Floor. The balance amount of Rs.1,76,000/- will not be paid by the complainant as the price of the 2<sup>nd</sup> Floor flat is less than the ground floor as full and final costs of the flat.”*

*Learned State counsel does not dispute the aforesaid factual position. She, however, submits that as in another FIR, the petitioner was directed to join the investigation, the petitioner had joined investigation in the present case as well on 20.10.2021.*

*I have heard the learned counsel for the parties.*

*Report of the Mediator dated 25.11.2021 perused. As per the said report, an amicable settlement has been effected between the parties and both the parties have agreed to abide by the terms and conditions of the agreement.*

*In view of the above, without commenting on the merits of the case, the present petition is allowed and the petitioner is directed to be released on bail, to the satisfaction of the Investigating Officer/Arresting Officer subject to the conditions as envisaged in Section 438(2) Cr.P.C.*

*The parties shall further remain abide by the terms and conditions of the settlement agreement dated 25.11.2021.”*

(v) The applicant-respondent No.2 by way of *application in hand* has sought for recalling of the *earlier order dated 17.01.2022* on the ground that the petitioner-accused has not complied with the terms and conditions entered into between them.

(vi) Notice of the *application in hand* was issued to the petitioner-non-applicant, who has preferred to file a written response. The said reply reads thus:

*“3. That by way of present application, Respondent No.2/Applicant has prayed for recalling for Order dated 17.01.2022 passed by this Hon’ble Court on the ground that petitioner has not complied with terms and conditions of Settlement dated 25.11.2021 however, no conditional order was passed by this Hon’ble Court and Respondent No.2/Applicant*

*has alternative remedy to enforce terms and condition of Settlement dated 25.11.2021.*

4. *The present application is not maintainable in view of provisions of Section 362 Cr.P.C. (now U/s 403 B.N.S.S. 2023) as such, same is liable to be dismissed on this score alone.”*

It is in this factual backdrop that the *application in hand* filed in the *main petition* has come up for receiving consideration before this Court.

### **Rival Submissions**

3. Learned counsel for the applicant-respondent No.2, while raising submissions in tandem with the averment made in the *application in hand*, has argued that the accused-petitioner has played fraud not only with the applicant-respondent No.2/complainant but also with this Court. Learned counsel has iterated that the accused-petitioner was afforded anticipatory bail by this Court solely on the basis of matter having been settled between the parties and it was specifically directed in the *earlier order dated 17.01.2022* that the parties shall abide by the terms and conditions of the settlement. Learned counsel has further iterated that the stand of the accused-petitioner, as reflected in the reply to the *application in hand*, clearly shows that the terms and conditions of the settlement agreement have not been complied with. On merits, learned counsel has submitted that this Court has granted the concession of anticipatory bail to the accused-petitioners while specifically observing that the parties shall remain bound by the terms and conditions of the settlement agreement dated 25.11.2021. According to learned counsel, the accused-petitioner has willfully failed to honour the compromise. Furthermore, the accused-respondent No.2 has backed out of the settlement and has not taken any steps whatsoever to comply with his obligations under the compromise agreement dated 25.11.2021 even after expiry of stipulated time. Learned counsel has

emphasized that the accused-petitioner has been granted the concession of anticipatory bail 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. Learned counsel has further submitted that the petitioner has neither sought extension of time nor approached this Court for modification of the compromise arrived at between the parties which clearly shows the mala fide intention of the accused-petitioner since the inception of the compromise. On the strength of these submissions, the grant of *application in hand* and dismissal of the *main petition* is prayed for.

4. Learned State counsel has submitted that pursuant to interim protection afforded to the accused-petitioner, he has joined investigation on 20.11.2021. According to learned State counsel, after completion of the investigation, challan stands presented and trial is underway.

5. Learned counsel appearing for the non-applicant-petitioner has argued that the *application in hand* is not maintainable as there is no provision for recalling of an order under Cr.P.C. Learned counsel has iterated that in case, the applicant-respondent No.2 is aggrieved that the non-applicant-petitioner has not complied with the terms and conditions of the settlement agreement, he has alternative remedy to enforce such terms and conditions. Learned counsel has further submitted that there is no plea at the end of the applicant-respondent No.2 or the Police that the non-applicant-petitioner has ever misused the anticipatory bail granted to him since the year 2022. Thus, dismissal of the *application in hand* and resultant grant of *main petition* is entreated 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 17.01.2022*, 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 anticipatory bail to the non-applicant-petitioner on account of the dispute(s) having been amicably settled between the parties and it was directed that the parties shall abide by the terms and conditions of the settlement agreement. It is further reflectable from the record that the terms and conditions of the settlement agreement have not been complied with and, on the contrary, a plea is being raised by the non-applicant-petitioner that the applicant-respondent No.2 has an alternative remedy to enforce the same. 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. However, the order in ***Gajanan Dattatray Gore*** (supra) was passed on 28.07.2025, whereas, the *earlier order dated 17.01.2022 in main petition* was passed on 17.01.2022.

7.1. This Court takes judicial notice of a burgeoning and distressing trend wherein accused-petitioners 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 manoeuvre 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 compliance was a deceptive artifice, intended solely to circumvent the rigors 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. The petitioner has, by his own conduct, vitiated the very basis upon which the *earlier order dated 17.01.2022* was predicated. Consequently, the indulgence previously extended by this Court deserves to be recalled and the bail order stands set aside for a manifest failure of compliance & breach of judicial trust.

8. Further, at the time of consideration and grant of anticipatory bail to the petitioner on 17.01.2022 there was no adjudication on merits, this Court deems it appropriate to decide the plea for anticipatory bail on merits thereof.

It is worthwhile to mention herein that the allegations against the accused-petitioner are that he has induced the applicant-respondent No.2 to purchase a flat in a housing project named JMS Homes (Akmi Township),

Chandigarh Road, Ludhiana. The accused-petitioner executed an agreement to sell dated 05.02.2013 for Flat No.403 for a total consideration of Rs.36.00 lacs and received Rs.14.00 lacs in cash and Rs.23,16,000/- through cheques from the complainant. As per the agreement, possession of the flat was to be handed over within 08 months but the accused-petitioner failed to deliver the possession despite the lapse of a considerable period. The applicant-respondent No.2 repeatedly approached the accused-petitioner but possession was deliberately not given. When the complainant demanded either possession of the flat or refund of the amount paid, the accused-petitioner refused to return the money. From the conduct of the accused-petitioner, it is evident that he dishonestly and fraudulently misappropriated the money of the complainant with no intention to deliver the possession of the flat. In the considered opinion of this Court, there are serious allegations against the petitioner of having committed offences of cheating, criminal breach of trust and fraud which has caused wrongful loss to the complainant and wrongful gain to himself. It is befitting to mention here that while considering a plea for grant of anticipatory bail, the Court has to equilibrate between safeguarding individual rights and protecting societal interest(s). The Court ought to reckon with the magnitude and nature of the offence; the role attributed to the accused; the need for fair and free investigation as also the deeper and wide impact of such alleged iniquities on the society. From the record, it is evident that the accused-petitioner does not have clean antecedents. He is involved in multiple criminal cases of similar nature registered at different police stations. The repeated registration of FIRs against the accused-petitioner reflects a consistent pattern of conduct which cannot be brushed aside as purely civil disputes. Such antecedents weigh against the accused-petitioner while considering any discretionary relief.

8.1. At this juncture, it would be germane to take note that the petitioner was granted the anticipatory bail by this Court vide order dated 17.01.2022 whereinafter investigation has culminated and the Challan/Final Report stands presented. It also cannot lose sight that the trial is underway and much water has flown since 17.01.2022, i.e. the day when the anticipatory bail was earlier granted to the petitioner-accused by a coordinate Bench of this Court. However, in view of the nature and seriousness of the allegations; petitioner harboring criminal antecedents of similar nature; subsequent conduct of the petitioner; the petitioner does not deserve the concession of anticipatory bail. It would be apposite to refer herein to a judgment passed by Hon'ble Supreme Court titled as ***Sumitha Pradeep vs. Arun Kumar C.K. & anr., 2022 LiveLaw (SC) 870***; relevant whereof reads as under:-

*“15. Be that as it may, even assuming it a case where Respondent No.1 is not required for custodial interrogation, we are satisfied that the High Court ought not to have granted discretionary relief of anticipatory bail.*

*16. We are dealing with a matter wherein the original complainant (appellant herein) has come before this Court praying that the anticipatory bail granted by the High Court to the accused should be cancelled. To put it in other words, the complainant says that the High Court wrongly exercised its discretion while granting anticipatory bail to the accused in a very serious crime like POCSO and, therefore, the order passed by the High Court granting anticipatory bail to the accused should be quashed and set aside. In many anticipatory bail matters, we have noticed one common argument being canvassed that no custodial interrogation is required and, therefore, anticipatory bail may be granted. There appears to be a serious misconception of law that if no case for custodial interrogation is made out by the prosecution, then that alone would be a good ground to grant anticipatory bail. Custodial interrogation can be one of the relevant aspects to be considered along with other grounds while deciding an application seeking anticipatory bail. There may be many cases in which the custodial interrogation of the accused may not be required, but that does not mean that the *prima facie* case against the accused should be ignored or overlooked and he should be granted anticipatory bail. The first and foremost thing that the court*

*hearing an anticipatory bail application should consider is the *prima facie* case put up against the accused. Thereafter, the nature of the offence should be looked into along with the severity of the punishment. Custodial interrogation can be one of the grounds to decline anticipatory bail. However, even if custodial interrogation is not required or necessitated, by itself, cannot be a ground to grant anticipatory bail.”*

9. By way of abundant caution, it is hereby clarified that the setting aside of the petitioner's bail and this Court's subsequent examination of the merits, *vide* the instant order, do not constitute a *recall* or *review* of the *earlier order dated 17.01.2022* as contemplated under the restrictive ambit of Section 362 of the Code of Criminal Procedure (Cr.P.C.)/Section 403 BNSS, 2023. The bar created by Section 362 Cr.P.C./403 BNSS is intended to prevent the correction of a final judgment on its merits; however, it does not eclipse the inherent and statutory power of this Court to cancel bail when the very conditions upon which it was predicated have been violated. In the initial adjudication, this Court refrained from a deep dive into the evidentiary merits or the gravity of the offence, as the order was solely '*conditional*', resting entirely upon the pillars of an amicable settlement. Since the petitioner, through his own contumacious conduct, has collapsed those pillars, the earlier order loses its foundational validity and cannot be allowed to subsist. *Ergo*, the instant case is being tested on the '*scales of merits*' for the very first time. At this juncture, it would be profitable to refer to the *dicta* passed by the Hon'ble Supreme Court in ***Ramadhar Sahu Vs. State of Madhya Pradesh; 2024 (1) AICLR 119***, relevant whereof reads thus:

*“5. An order for refusal of bail however, inherently carries certain characteristics of an interlocutory order in that certain variation or alteration in the context in which a bail plea is dismissed confers on the detained accused right to file a fresh application for bail on certain changed circumstances. Thus, an order rejecting prayer for bail does not*

*dis-empower the Court from considering such plea afresh if there is any alteration of the circumstances. Conditions of bail could also be varied if a case is made out for such variation based on that factor. Prohibition contemplated in Section 362 of the Code would not apply in such cases. Hence, we do not think the reasoning on which the impugned order was passed rejecting the appellant's application of bail can be sustained. The impugned order is set aside and the matter is remitted to the High Court. The bail petition of the appellant before the High Court shall revive to be examined afresh by the High Court in the light of our observations made in this order."*

While the dictum in **Ramadhar Sahu** (supra) primarily addresses the modification of an *order refusing bail* due to a change in circumstances, the underlying jurisprudence regarding the fluid nature of bail remains squarely applicable to the facts of the instant case. The principles enunciated therein underscore that an order of bail, unlike a final judgment of conviction or acquittal, is intrinsically tied to factors that are dynamic and evolving. By its very nature, a bail order is an interlocutory mandate that remains sensitive to the conduct of the accused (enlarged on bail) and the fulfillment of the conditions upon which it was predicated. Consequently, the bar enshrined in Section 362 Cr.P.C./Section 403 BNS, which precludes the '*alteration*' or '*review*' of a final judgment, does not find application here. The present order is not a review of the earlier order dated 17.01.2022, but a necessary response to a shift in the factual landscape, specifically, the petitioner's breach of a solemn undertaking. The power to cancel bail is an inherent and statutory corollary to the power to grant it; it is a restorative measure designed to ensure that the judicial process is not undermined.

10. Keeping in view the totality of the factual *milieu* of the *case in hand*; especially the accused-petitioner having taken the process of law for a ride, the nature of allegations in the FIR against the petitioner, criminal

antecedents of the petitioner when weighed vis.-a-vis. the factum of Challan/Final Report having been presented and trial being underway; impels this Court to dismiss the *main petition*. Vexatious and virulent attempt(s) by unscrupulous elements, aimed at misusing the process of law and Courts, ought to be detested. The sanctity of the judicial process will be seriously eroded if such attempt(s) is not responded with firmness. A litigant who misuses the process of law or take liberties with the truth should be left in no doubt about the consequences to follow. Others should be discouraged not to venture along the same path in the hope or on a misplaced expectation of judicial leniency or indulgence. Exemplary costs, in such a situation are inevitable and necessary, so as to ensure that in litigation, as in the law which is rather practiced in our Country, there is no premium on the truth. Accordingly, costs, which ought to be veritable and real time in nature, to be imposed upon the petitioner.

11. In view of the preventient ratiocination, it is ordained thus:

- (i) The *application in hand* is granted and the *main petition* is dismissed.
- (ii) In case, the petitioner surrenders before the learned trial Court within a period of 15 days from today, it shall open to him to file a plea for regular bail before the said Court which shall be decided expeditiously on merits thereof, in accordance with law.
- (iii) The petitioner is saddled with costs of Rs.25,000/- to be deposited by him with the Punjab State Legal Services Authority, Mohali within two weeks from today. In case, the said costs are not deposited by the petitioner as directed for; the CJM, Ludhiana is directed to intimate the Deputy Commissioner, Ludhiana who shall have such costs recovered from the petitioner including but not limited to as arrears of land revenue and

upon realization thereof, the Deputy Commissioner, Ludhiana shall have the same submitted to CJM, Ludhiana, for further remittance thereof to the quarter(s) concerned. A compliance report be sent by CJM, Ludhiana as also Deputy Commissioner, Ludhiana to this Court accordingly.

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

**(SUMEET GOEL)**  
**JUDGE**

February 03, 2026

*Ajay*

Whether speaking/reasoned: Yes

Whether reportable: Yes