



CRM-M-28685-2022

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

CRM-M-28685-2022

Date of Decision: 22.07.2025

Kissandhan Agri Financial Services Pvt. Ltd. ...Petitioner

Versus

State of Haryana and another ...Respondents

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Dhruv Mittal, Advocate  
for the petitioner.

Mr. Atul Gaur, A.A.G., Haryana.

Mr. Brijender Kaushik, Advocate  
for respondent No.2.

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ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
74	02.03.2020	Madhuban, District Karnal	120-B, 378, 406, 420 IPC

1. Seeking cancellation of bail granted to respondent No.2 vide order dated 28.10.2021, the complainant has come up before this Court under Section 439(2) r/w 482 CrPC.

2. Counsel for the petitioner submits that because of accused-respondent No.2 undertaking to repay the amount, the matter was referred to Mediation and Conciliation Centre of this Court where terms of compromise were settled and petitioner endorsed No Objection to petition and respondent No.2 was granted bail.

3. It shall be appropriate to extract order dated 11.04.2023 which reads as follows:

*“Learned counsel for the parties point out that as per the settlement dated 21.10.2021 arrived at between the parties, respondent No.2-accused was to make the payment of Rs.67 lakh to the petitioner-complainant and that after having received the aforesaid payment, the petitioner would withdraw the complaint under Section 138 N.I.Act pending adjudication before Tis Hazari Court, Delhi.*

*Learned counsel for the petitioner submits that till date, respondent No.2 has made the payment of Rs.19,45,000/- to the*



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*petitioner and the remaining amount is yet to be paid by respondent No.2.*

*At this stage, learned counsel for respondent No.2 seeks time to file the reply. However, learned counsel undertakes to make the payment of Rs.15 lakh by respondent No.2 to the petitioner through demand draft on the date fixed.*

*Adjourned to 25.05.2023.”*

4. I have heard counsel for the parties and have gone through the record and its analysis would lead to the following outcome.

5. Although FIR is prima facie civil in nature but the Co-ordinate Bench of this Court had intervened and tried to settle the matter and this Court would also had follow same approach of settlement to resolve the dispute. Even otherwise, this Court is bound by the orders passed by the Co-ordinate Bench as the same are unchallenged. No doubt, liberty was granted to petitioner to file cancellation of bail but the fact remains that respondent No.2 already paid huge amount to petitioner to honour the settlement and main matter is still pending and for bail only, he settled and paid the amount.

6. Given above, it is not a case to cancel the bail and **petition is dismissed.** However, the dismissal is subject to respondent No.2 complying with the order dated 31.01.2025 on or before 31.12.2025. It is clarified that if the orders are not complied with by accused-respondent No.2, then it shall be permissible for the petitioner to file cancellation of bail before the concerned Court who shall be eligible and competent to cancel the bail granted by this Court for violating orders passed by this Court. All pending applications, if any, stand disposed of.

(ANOOP CHITKARA)  
JUDGE

22.07.2025  
Jyoti Sharma

Whether speaking/reasoned: Yes  
Whether reportable: No