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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 2704/2025 & CRL. M.A.12132/2025(stay), CRL.
M.A.12133/2025 (exemption).

SAURAV GUPTA

....Petitioner

Through: Mr. Sunil Dalal, Sr. Adv. with Mr.
Jitin Singhal, Mr. Pravesh Bahuguna,
Mr. Nikhil Beniwal, Ms. Shipra Bali
and Ms. Riya Rana, Adv.

versus

STATE, NCT OF DELHI

.....Respondents

Through: Mr. Aman Usman, APP for the State.
Mr. Tanveer Ahmed Mir, Sr. Adv.
with Mr. Ayush Jain, Mr.
Yashovardhan Upadhyay and Mr.
Vishwas Verma, Adv. for R2.

CORAM:
HON'BLE MR. JUSTICE RAVINDER DUDEJA

ORDER
22.04.2025

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1. This is an application under Section 483(2) readwith Section 528 of BNSS, 2023 seeking to set aside the bail cancellation order dated 19.04.2025 passed by the learned ASJ in MISC. APPLN. No.369/2025, whereby the regular bail granted to the petitioner vide order dated 24.09.2024 has been cancelled.
2. As per Mr. Sunil Dalal, learned senior counsel appearing for the petitioner, the facts are that based upon complaint filed by the complainant in FIR bearing no.18/2024 under Section 406/420/120B IPC and under



Section 66C of IT act was registered at PS Special Cell against the petitioner. The petitioner was arrested and charge sheet was filed by the State.

3. During the pendency of the Trial, an MOU was entered into between the complainant and the Parokar of the petitioner and it was agreed that petitioner shall pay amount of Rs.2.50 crores (Two crores fifty lakhs) to the complainant.

4. It is further submitted that the petitioner has made the payment of the entire amount including payment for Rs.1,46,529/- towards the payment of interest. He submits that based upon settlement and other grounds, the learned Trial Court granted bail to the petitioner on 24.09.2024.

5. However, on 18.03.2025, the petitioner filed an application for cancellation of the bail of the petitioner on the ground that after the court proceedings dated 24.09.2024, petitioner had handed over three cheques amounting to Rs. 15.5 lakhs, Rs.10 lakhs and Rs.60 lakhs which were dishonored on presentation and based upon such averments, the learned Trial Court cancelled the bail of the petitioner vide order dated 19.04.2025.

6. It is submitted by the learned senior counsel that the entire payment as per settlement in the MOU was paid in cash to the respondent on 13.09.2024 and, therefore, nothing was due and payable from the petitioner to the respondent and petitioner has duly complied with the terms and conditions of MOU. He further submits that the learned Trial Court did not even grant any opportunity to file reply to the application for cancellation of the bail and hurriedly decided the application.

7. Mr. Tanveer Ahmed Mir, learned senior counsel who appears on advance notice has supported the order passed by the learned Trial Court



stating that the petitioner has not duly complied with the terms and conditions of the MOU and, therefore, his bail has been rightly cancelled by the learned Trial Court. He seeks time to file the written response.

8. Learned APP has opposed the application stating that the bail was granted solely on the ground that parties had entered into settlement and not on any other ground and, therefore, bail is rightly rejected on account of non-compliance of the terms and conditions of the MOU.

9. Issue notice. Notice accepted by the learned APP on behalf of the State as also by the learned counsel of respondent no.2

10. Reply be filed within a period of two weeks.

11. List on 08.05.2025.

12. Considering the fact that petitioner was granted bail on 24.09.2024 and the application for cancellation of bail was filed after about 06 months, the impugned order passed by the learned Trial Court is directed to be kept in abeyance till the next date of hearing.

RAVINDER DUDEJA, J

APRIL 22, 2025

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