2026:AHC:214972

HIGH COURT OF JUDICATURE AT ALLAHABAD

CRIMINAL MISC. BAIL CANCELLATION APPLICATION No. - 383 of 2025

Shubham Tripathi

…..Applicant(s)

Versus

State of U.P. and another

…..Opposite Party(s)

Counsel for Applicant(s)	:	Saumitra Dwivedi
Counsel for Opposite Party(s)	:	Anuj Srivastava, G.A.

Court No. - 52

HON'BLE MRS. MANJU RANI CHAUHAN, J.

1. Heard Mr. Vinay Saran, learned Senior Counsel assisted by Mr. Saumitra Dwivedi, learned counsel appearing on behalf of the applicant, Mr. Anuj Srivastava, learned counsel appearing on behalf of opposite no.2 as well as Mr. Satyendra Nath Tiwari, learned AGA for the State.

2. The applicant seeks cancellation of the bail granted to Opposite Party No. 2 by order dated 23.2.2024, in Case Crime No. 173 of 2023, registered under Sections 406, 419, 420, 467, 468, 504, 506 read with Section 120-B of the Indian Penal Code, at Police Station Kirakat, District Jaunpur, on the following grounds:

3. Firstly, Opposite Party No. 2 has violated the terms and conditions on the basis of which he was granted bail, inasmuch as, despite having been released on bail, he has failed to pay the amount in accordance with the terms of the compromise recorded in the supplementary affidavit filed in support of his bail application.

4. Learned counsel for Opposite Party No. 2 had filed a supplementary affidavit stating therein that Opposite Party No. 2, along with the other co-

accused persons, had amicably settled the dispute with the informant, Shubham Tripathi, and that both parties had expressed their willingness to live peacefully as law-abiding citizens.

5. It was further stated in the supplementary affidavit that Opposite Party No. 2 - Ravi Prakash, had undertaken to pay a sum of ₹1,93,00,000/- (Rupees One Crore Ninety-Three Lakhs only) to the informant, Shubham Tripathi, upon his release on bail, within the stipulated time period. The aforesaid assurance given by Opposite Party No. 2 (the applicant in the bail application) was accepted by the informant. It was specifically mentioned that, out of the total amount of ₹1,93,00,000/-, a sum of ₹1,50,00,000/- (Rupees One Crore Fifty Lakhs only) would be paid within three months from the date of the accused's release on bail, while the remaining amount would be paid in accordance with the terms of the compromise arrived at between the parties.

6. On the basis of the aforesaid settlement and the undertaking furnished by Opposite Party No. 2 in the supplementary affidavit filed in support of his bail application, a request was made to the Court to take the settlement between the parties into consideration and release Opposite Party No. 2 on bail.

7. While arguing the bail application before this Court, learned counsel for Opposite Party No. 2 had submitted that the parties had amicably settled their dispute and had entered into a compromise. The aforesaid fact was also stated in paragraphs 3, 4 and 5 of the supplementary affidavit dated 22.02.2024, filed on the date of hearing, which was taken on record. It was further submitted that, as stated in paragraph 48 of the bail application, the O.P. No. 2/ applicant had no criminal antecedents. The aforesaid submissions, particularly the assertion regarding the amicable settlement between the parties, also constituted one of the considerations taken into account by this Court while granting bail to Opposite Party No. 2.

8. Learned counsel for the applicant submits that Opposite Party No. 2 obtained the bail order by misrepresenting facts before this Court and furnishing a false undertaking, as not a single penny has been paid to the informant by Opposite Party No. 2 after his release on bail, despite the specific

assurance given in the supplementary affidavit filed in support of the bail application. It is, therefore, contended that the bail order was procured by playing fraud upon the informant through deliberate misrepresentation, which was placed before this Court by way of the supplementary affidavit and was specifically emphasised by learned counsel for Opposite Party No. 2 during the course of arguments.

9. Learned counsel for the applicant further submits that it is a settled proposition of law that an order granting bail is liable to be cancelled where it has been obtained by practising fraud upon the Court or by making material misrepresentations. In support of his submissions, learned counsel for the applicant has placed reliance upon the following judgments:

(i) **Himanshu Sharma v. State of M.P.**, (2024) 4 SCC 222;

(ii) **Puran v. Rambilas & Another**, AIR 2001 SC 2023;

(iii) **Vishnu Vardhan @ Vishnu Pradhan v. State of Uttar Pradesh and others**, 2025 INSC 884;

(iv) **Prasun Banik v. State of Assam & Another**, (Crl. Petition No. 1352 of 2024).

10. Secondly, learned counsel for the applicant submits that Opposite Party No. 2 deliberately concealed his criminal antecedents while seeking bail. It is contended that, in paragraph 48 of the bail application, Opposite Party No. 2 disclosed only one criminal case against him but suppressed the existence of five other criminal cases pending against him. Learned counsel further submits that the aforesaid cases are of a similar nature and involve allegations relating to monetary transactions, cheating and fraud. It is, therefore, contended that Opposite Party No. 2 obtained the order granting bail by suppressing material facts regarding his criminal antecedents, thereby misleading this Court while seeking the concession of bail.

11. Learned counsel for the applicant submits that the O.P. No. 2 has criminal history of six following cases:

(i) Case Crime No. 34 of 2024 under Sections 406, 420, 504, 506 IPC, 3(2)(va) SC/ST Act, Police Station Shahganj, Jaunpur;

(ii) Case Crime No. 199 of 2023, under Sections 406, 420, 504, 506 IPC, Police Station Shahganj, Jaunpur;

(iii) Case Crime No. 579 of 2023, under Sections 504, 506, 507 IPC, Police Station Line Bazar, Jaunpur;

(iv) Case Crime No. 569 of 2023, under Sections 147, 323, 504, 427, 308 IPC, Police Station Line Bazar, Jaunpur;

(v) Case Crime No. 191 of 2020, under Sections 332, 353, 188, 393, 279, 506, 504, 323 IPC, Police Station Civil Lines, Prayagraj; and

(vi) Case Crime No. 163 of 2023, under Section 406 IPC, Police Station Civil Lines, Prayagraj.

12. Learned counsel for the applicant submits that it is a well-settled proposition of law that suppression of material facts relating to criminal antecedents while seeking bail amounts to misrepresentation before the Court and may constitute a ground for cancellation of bail. It is, therefore, contended that where an accused deliberately conceals his criminal history to obtain an order granting bail, such an order is liable to be set aside or hereinabove cancelled on that ground alone, subject to the Court being satisfied that the suppression was material and the applicable legal requirements are fulfilled. In support of the aforesaid submission, learned counsel for the applicant has placed reliance upon the judgments referred to herein-below:

(i) **Zeba Khan v. State of U.P. & Ors.,** 2026 INSC 144;

(ii) **Kusha Duruka v. State of Odisha,** (2024) 4 SCC 432; and

(iii) **Neeru Yadav v. State of U.P. & Anr.** (2016) 15 SCC 422.

13. Learned counsel for the applicant further submits that, while in judicial custody, Opposite Party No. 2 threatened the applicant, in respect of which an FIR was lodged on 19.05.2023. It is, therefore, contended that the aforesaid conduct of Opposite Party No. 2 further demonstrates his misuse of liberty and warrants cancellation of the bail granted to him. Learned counsel accordingly submits that, having regard to the aforesaid circumstances, including the alleged threats extended to the applicant, the suppression of criminal

antecedents and the failure to honour the undertaking furnished before this Court, the bail granted to Opposite Party No. 2 is liable to be cancelled.

14. Learned counsel for the applicant further submits that Opposite Party No. 2 is a habitual offender, who may be described as a money mafia, having allegedly cheated several persons and fraudulently obtained substantial sums of money from them. It is contended that several criminal cases have been registered against him in connection with such allegations, which, according to learned counsel, demonstrate a recurring pattern of alleged financial fraud and cheating. On this basis, learned counsel submits that the conduct and criminal antecedents of Opposite Party No. 2 warrant cancellation of the bail granted to him.

15. Even in the counter-affidavit filed in the present bail cancellation application, Opposite Party No. 2 has failed to disclose the status of the criminal cases pending against him. Learned counsel for the applicant submits that the aforesaid omission further demonstrates the continued suppression of material facts relating to the criminal antecedents of Opposite Party No. 2 and reinforces the grounds urged for cancellation of the bail granted to him.

16. Learned counsel for the applicant further submits that Opposite Party No. 2 is also required to appear in Complaint Case No. 1479 of 2022, instituted under Section 138 of the Negotiable Instruments Act, 1881, in which the competent court at Prayagraj has issued non-bailable warrants to secure his presence. It is contended that the issuance of such coercive process indicates that Opposite Party No. 2 has failed to appear before the concerned court despite being required to do so. According to learned counsel, such conduct further reflects his disregard for judicial process and lends support to the contention that he has not been complying with the obligations imposed upon him by law. On the strength of the aforesaid submissions, learned counsel for the applicant prays that the bail granted to Opposite Party No. 2 by order dated 23.02.2024 be cancelled.

17. Learned counsel for Opposite Party No. 2 submits that the FIR is highly belated and contains exaggerated allegations, inasmuch as it does not disclose

the specific dates or times of the alleged monetary transactions, nor does it specify the mode through which the amounts were transferred by the informant.

18. It is further submitted that the amounts allegedly transferred by the informant to the account of Dev Agencies were part of bona fide business transactions, as the said firm was engaged in the business of iron and steel trading and was owned by Ankita Upadhya, the wife of Opposite Party No. 2. According to learned counsel, a total sum of approximately ₹2 crore was transferred by the informant to the account of Dev Agencies during the period from 2019 to 2023, out of which a sum of ₹50 lakh was returned to the informant from the account of the said firm during the same period. It is contended that no further amount was transferred by the informant thereafter.

19. Learned counsel further submits that Om Prakash Upadhya executed a sale deed in favour of the informant in the year 2022 in respect of property valued at approximately ₹50 lakh at the relevant time, which, according to the defence, is presently valued at more than ₹2 crore. It is contended that, after accounting for the aforesaid transaction, only a balance amount of approximately ₹1 crore remains payable to the informant. In this regard, it is submitted that the wife of Opposite Party No. 2 issued a cheque in favour of the informant on 20.03.2023 towards repayment of the outstanding amount; however, the cheque was returned unpaid by the bank on the ground of a mismatch in the drawer's signature.

20. It is further contended that Opposite Party No. 2 never intended to cheat or defraud the informant and remains willing to repay the outstanding amount in monthly instalments. Learned counsel for Opposite Party No. 2 submits that the informant, by allegedly misusing his influence and resources, has implicated Opposite Party No. 2 in the criminal proceedings with the mala fide intention of extracting an amount substantially higher than that actually paid by him. On the aforesaid grounds, learned counsel seeks to oppose the prayer for cancellation of bail.

21. Learned counsel for the opposite party, relying upon the judgment passed in **Biman Chatterjee v. Sanchita Chatterjee and Another, Criminal Appeal No. 193 of 2004**, decided on 10.02.2004, submits that bail cannot be cancelled merely on the ground that the applicant failed to honour a promise made before the Court. It is further submitted that the parties entered into a compromise and, in terms of the conditions thereof, the payment was to be made, however, the alleged non-payment pursuant to such compromise does not constitute a valid ground for cancellation of bail.

22. Learned counsel for Opposite Party No. 2 submits that, although six criminal cases have been registered against him, he has not been convicted in any of them. Placing reliance upon the judgment of the Hon'ble Supreme Court in the case of **Ayub Khan v. State of Rajasthan, arising out of SLP (Criminal) No. 10587 of 2023**, learned counsel submits that the existence of criminal antecedents is only one of several factors to be considered while deciding a prayer for bail. It is further contended that, depending upon the facts and circumstances of a particular case, where the accused is able to establish a strong prima facie case in his favour, the mere existence of criminal antecedents may not, by itself, constitute a sufficient ground to deny bail.

23. Learned counsel for Opposite Party No. 2, placing reliance upon the judgment in **Mendar Singh alias Vijay Singh v. State of Bihar and Another, 2024 SCC OnLine SC 3716**, submits that non-disclosure of criminal antecedents does not, in every case, constitute an absolute ground for denying bail or cancelling an order granting bail. It is further contended that the mere omission to disclose criminal antecedents would not, by itself, warrant an adverse inference unless the circumstances establish that such non-disclosure was deliberate and intended to suppress material facts from the Court. Learned counsel submits that Opposite Party No. 2 had no intention to conceal any material fact or to mislead the Court while seeking the concession of bail and, therefore, the non-disclosure alleged by the applicant does not, by itself, justify cancellation of bail.

24. Learned counsel for Opposite Party No. 2 submits that Opposite Party No. 2 has not violated any of the conditions imposed by this Court while

granting bail. It is further contended that he has neither attempted to hamper the investigation nor tampered with the prosecution witnesses and has duly cooperated with the police authorities during the course of investigation.

25. Learned counsel further submits that the Hon'ble Supreme Court, in the case of **Shailesh Kumar Singh alias Shailesh R. Singh v. State of U.P. and Others, arising out of Criminal Appeal No. 2963 of 2025 in SLP (Criminal) No. 4880 of 2025**, decided on 14.07.2025, has observed that where the dispute essentially concerns the recovery of a particular amount, the informant may institute a civil suit or avail himself of any other appropriate remedy available under law, but cannot be permitted to use criminal proceedings merely as a means of recovering the alleged outstanding amount.

26. Learned counsel for Opposite Party No. 2 further places reliance upon the judgment of the Hon'ble Supreme Court in the case of **Ankul Singh v. State of U.P. and Another, arising out of SLP (Criminal) No. 2682 of 2020**, decided on 24.09.2025, and submits that commercial and contractual disputes relating to loans and repayment of money cannot, merely by reason of the existence of a monetary liability, be given a criminal colour. It is, therefore, contended that the dispute in the present case essentially arises out of monetary and business transactions between the parties and that the criminal proceedings ought not to be permitted to operate as a means of enforcing repayment of the alleged outstanding amount.

27. Learned counsel for Opposite Party No. 2 further places reliance upon the judgment of the Hon'ble Supreme Court in the case of **Gajanan Dattatreya Gore v. State of Maharashtra and Another, Criminal Appeal No. 3219 of 2025**, decided on 28.07.2025, and submits that an order granting bail cannot be cancelled merely on the ground that the accused had furnished an undertaking by way of an affidavit to deposit a specified amount within a stipulated period but subsequently failed to honour the same. It is, therefore, contended that even if Opposite Party No. 2 has failed to comply with the undertaking furnished before the Court regarding payment of the agreed amount, such non-compliance, by itself, would not constitute a sufficient ground for cancellation of bail.

28. Learned A.G.A., Shri Satyendra Nath Tiwari, submits that Opposite Party No. 2 has deliberately violated the conditions imposed by this Court while granting him bail by order dated 23.02.2024 and has thereby misused the liberty granted to him.

29. It is further contended that Opposite Party No. 2 obtained the order granting bail by making false representations and misrepresenting the position regarding the compromise between the parties. At the time of hearing of the bail application, it was submitted on behalf of Opposite Party No. 2 that the parties had amicably settled their dispute and had entered into a compromise. However, learned counsel for the applicant-informant had consented to the settlement only on the condition that Opposite Party No. 2 would pay the amount agreed upon in the affidavit filed before this Court. Despite the aforesaid undertaking, Opposite Party No. 2 has not paid even a single penny to the informant after his release on bail.

30. Learned A.G.A. further submits that Opposite Party No. 2 has a criminal history involving five other cases, which, according to the prosecution, is relevant to the assessment of his conduct. It is contended that Opposite Party No. 2 has not only failed to honour the terms of the settlement but has also disregarded the undertaking furnished before this Court, on the basis of which the concession of bail was sought.

31. In view of the aforesaid circumstances, learned A.G.A. submits that the conduct of Opposite Party No. 2, particularly the alleged misrepresentation regarding the compromise and his failure to comply with the undertaking furnished before the Court, constitutes sufficient supervening circumstances warranting cancellation of the bail granted to him.

32. Learned A.G.A. has placed reliance upon the judgment of the Hon'ble Supreme Court in the case of **Bhoopendra Singh v. State of Rajasthan and Another, (2021) 17 SCC 220**. In the said judgment, the Hon'ble Apex Court observed that an application seeking cancellation of bail is ordinarily examined in the light of supervening circumstances or the violation of bail conditions by the person enlarged on bail. On the other hand, the correctness of an order

granting bail is examined with reference to whether the discretion exercised by the Court in granting bail was improper, arbitrary, or unjustified.

33. Relying upon the judgment of the Hon'ble Supreme Court in the case of **Mahipal v. Rajesh Kumar alias Polia and Another, (2020) 2 SCC 118**, learned A.G.A. submits that, as observed by the Hon'ble Apex Court, the considerations governing the appellate Court's assessment of the correctness of an order granting bail stand on a different footing from those applicable to an application seeking cancellation of bail. The correctness of an order granting bail is examined on the touchstone of whether the discretion exercised by the Court in granting bail was improper or arbitrary. The relevant test is whether the order granting bail is perverse, illegal or unjustified.

34. Learned A.G.A., placing reliance upon the judgment of the Hon'ble Supreme Court in the case of **Deepak Yadav v. State of Uttar Pradesh and Another, (2022) 8 SCC 559**, submits that an order granting bail ought not to be cancelled mechanically, without examining whether supervening circumstances have arisen which render it no longer conducive to a fair trial to permit the accused to continue enjoying the liberty granted to him on bail. It has further been observed that the cancellation of bail requires very cogent and overwhelming circumstances. However, abuse of the concession of bail by the accused may constitute a valid ground for cancellation of bail.

35. Learned A.G.A. further places reliance upon the judgment of the Hon'ble Supreme Court in the case of **Dolat Ram v. State of Haryana, (1995) 1 SCC 349**, wherein the grounds justifying cancellation of bail have been enumerated to include: (i) interference, or an attempt to interfere, with the due course of the administration of justice; (ii) evasion, or an attempt to evade, the due course of justice; (iii) abuse of the concession of bail in any manner; (iv) the possibility of the accused absconding; (v) the likelihood of misuse of bail, or its actual misuse; and (vi) the likelihood of the accused tampering with evidence or threatening witnesses.

36. Applying the aforesaid principles to the facts of the present case, learned A.G.A. submits that Opposite Party No. 2 allegedly misrepresented the

position regarding the compromise before this Court and thereafter abused the concession of bail by failing to pay even a single penny to the informant in terms of the settlement recorded in the supplementary affidavit filed before the Court. It is, therefore, contended that the conduct of Opposite Party No. 2, particularly his alleged misrepresentation and failure to honour the undertaking furnished before the Court, warrants cancellation of the bail granted to him.

37. Heard learned counsel for the parties and perused the record.

38. The principal question that arises for consideration is whether the circumstances brought on record warrant cancellation of the bail granted to Opposite Party No. 2 by order dated 23.02.2024.

39. The principles governing cancellation of bail stand well settled. In the case of **Himanshu Sharma v. State of Madhya Pradesh, (2024) 4 SCC 222**, the Hon'ble Supreme Court recognised that the procurement of bail by fraud or material misrepresentation may constitute a valid ground for cancellation. Similarly, in the case of **Puran v. Rambilas and Another, AIR 2001 SC 2023**, the Hon'ble Apex Court explained that an order granting bail may be set aside where the discretion exercised by the Court is arbitrary, perverse or legally unsustainable. The principle that fraud vitiates judicial proceedings has also been reiterated in the case of **Vishnu Vardhan alias Vishnu Pradhan v. State of Uttar Pradesh and Others, 2025 INSC 884**. The decision in **Prasun Banik v. State of Assam and Another, Criminal Petition No. 1352 of 2024**, likewise illustrates the legal consequences of obtaining the concession of bail through material misrepresentation.

40. The aforesaid judgements make it clear that, although the power to cancel bail must be exercised with due circumspection, the concession of liberty cannot be permitted to stand where it has been procured through fraud or material misrepresentation established by cogent evidence. At the same time, the mere failure of an accused to fulfil a monetary commitment arising out of a private settlement does not, by itself, furnish sufficient ground for cancellation of bail. The Court must ascertain whether the circumstances

disclose an abuse of the judicial process or any other legally recognised ground warranting such an order.

41. In the present case, the applicant-informant has asserted that Opposite Party No. 2 furnished a supplementary affidavit dated 22.02.2024, undertaking to pay a sum of ₹1.93 crore to the informant after his release on bail. According to the terms stated therein, a sum of ₹1.50 crore was to be paid within three months of release, while the remaining amount was to be paid in accordance with the settlement. It is further contended that the settlement and the aforesaid undertaking were relied upon during the hearing of the bail application and that the informant consented to the settlement on the assurance that the agreed amount would be paid. However, despite having obtained the concession of bail, Opposite Party No. 2 has allegedly failed to pay even a single penny towards the amount undertaken to be paid.

42. The aforesaid circumstances require the Court to examine the nature of the representation made before it, the significance attached to the undertaking in the proceedings culminating in the grant of bail, and the subsequent conduct of Opposite Party No. 2. The decisive consideration is not merely whether the monetary obligation remains unfulfilled, but whether the material on record establishes that a representation bearing upon the grant of bail was made without bona fide intention or that the concession obtained was subsequently abused in a manner recognised by law.

43. If the record establishes that the undertaking was a material consideration in obtaining bail and that the representation was fraudulent or materially misleading, the case would attract the principles enunciated in **Himanshu Sharma (supra)** and **Puran (supra)**. An order of bail founded upon a material misrepresentation cannot claim immunity from judicial scrutiny merely because the accused has already been enlarged on bail. The sanctity of judicial proceedings requires that the liberty granted by the Court should not be secured or retained through a deliberate abuse of its process.

44. The Court is, however, equally conscious that proceedings for cancellation of bail cannot be converted into a mechanism for enforcing the

recovery of money under a private compromise. Accordingly, the alleged default in payment must be assessed in conjunction with the contents of the supplementary affidavit, the order granting bail and the other relevant material on record. The existence of criminal antecedents, if established, may also be considered in its proper perspective, but cannot independently be treated as proof of guilt or as an automatic ground for cancellation.

45. In the circumstances, if the material on record substantiates the allegation that Opposite Party No. 2 procured the concession of bail through a material misrepresentation or has otherwise abused the liberty granted to him, this Court would be justified in cancelling the bail in accordance with law. Such a conclusion must, however, rest upon a clear and reasoned finding supported by the record, and not merely upon the failure to honour a monetary undertaking.

46. In view of the foregoing discussion, this Court finds that Opposite Party No. 2 obtained the concession of bail by placing reliance upon the settlement and the undertaking furnished through the supplementary affidavit dated 22.02.2024, whereby he undertook to pay ₹1.93 crore to the informant in accordance with the stipulated terms. The informant consented to the settlement on the assurance that the undertaking would be honoured. However, despite having secured his release on bail, Opposite Party No. 2 has failed to pay even a single penny towards the amount undertaken to be paid. His conduct, considered in the context of the representation made before the Court and the circumstances in which the concession of bail was sought, demonstrates an abuse of the process of the Court. This Court is, therefore, satisfied that the circumstances on record constitute sufficient grounds for cancellation of the bail granted to Opposite Party No. 2, as relying upon submissions of counsel for the parties i.e. compromise and consent of counsel for the informant, bail order was granted.

47. The principles laid down by the Hon'ble Supreme Court in the cases of **Zeba Khan v. State of Uttar Pradesh and Others, 2026 INSC 144**, **Kusha Duruka v. State of Odisha, (2024) 4 SCC 432**, and **Neeru Yadav v. State of Uttar Pradesh and Another, (2016) 15 SCC 422**, establish that the exercise of

judicial discretion in granting bail must be founded upon a fair and complete disclosure of all material facts. An accused seeking the concession of bail is under an obligation to disclose his criminal antecedents and all previous or pending bail proceedings having a bearing upon the adjudication of his application. Deliberate suppression of such information amounts to an abuse of the process of the Court and may vitiate the order obtained on that basis. Further, where material criminal antecedents or other relevant circumstances have been ignored, the grant of bail may be set aside as an improper exercise of judicial discretion. The overarching principle is that no litigant may secure judicial relief by concealing material facts or making misleading representations. Nevertheless, the existence of criminal antecedents or an omission in disclosure must be assessed in the light of the facts established on record, and the appropriate remedy must be determined according to whether the challenge concerns the legality of the original bail order or subsequent misuse of the liberty granted.

48. Applying the aforesaid principles to the facts of the present case, this Court finds that the obligation of a litigant to make a full and candid disclosure of all material facts assumes particular significance in proceedings seeking the discretionary relief of bail. The administration of justice rests upon the expectation that a person invoking the jurisdiction of the Court shall disclose all relevant circumstances bearing upon the relief sought and shall not secure a judicial order by concealing material information or making misleading representations.

49. In the present case, the applicant-informant has alleged that Opposite Party No. 2 did not make a complete disclosure of his criminal antecedents while seeking bail. The State has also drawn the attention of the Court to the existence of five other criminal cases allegedly involving Opposite Party No. 2. If the material on record establishes that such antecedents were deliberately concealed despite being material to the consideration of the bail application, the omission cannot be regarded as a mere procedural irregularity. Deliberate suppression of material facts strikes at the foundation of the judicial process and may render the concession obtained on that basis legally unsustainable.

50. The principle that suppression of truth is equivalent to the expression of falsehood, embodied in the maxim - *suppressio veri, expressio falsi*, reinforces the requirement of complete candour before a Court of law. A litigant cannot be permitted to obtain a favourable judicial order by withholding information which could have materially influenced the exercise of judicial discretion. Nevertheless, the mere existence of pending criminal cases, or an omission to disclose them, does not automatically establish fraud. The Court must determine whether the information was material, whether the omission was deliberate, and whether the circumstances establish that the judicial process was thereby abused.

51. The aforesaid consideration must also be examined in conjunction with the supplementary affidavit dated 22.02.2024, whereby Opposite Party No. 2 undertook to pay Rs. 1.93 crore to the informant in accordance with the stipulated terms of the settlement. The applicant-informant asserts that the settlement was placed before the Court to support the plea for bail and that, notwithstanding the undertaking furnished, Opposite Party No. 2 has not paid even a single penny after his release. Although non-payment of the agreed amount, by itself, cannot be equated with fraud or constitute an automatic ground for cancellation of bail, the circumstances in which the undertaking was furnished and the purpose for which it was relied upon are relevant in determining whether the concession of bail was procured or retained through an abuse of the process of the Court.

52. This Court is, therefore, of the view that the allegations of suppression of criminal antecedents and misrepresentation concerning the settlement must be assessed cumulatively, but only to the extent that each is supported by the material available on record. Where deliberate concealment of material criminal antecedents or a material misrepresentation concerning the undertaking is established, such conduct strikes at the integrity of the judicial process and may furnish a legally sustainable ground for setting aside the order granting bail or cancelling bail, as the circumstances may warrant.

53. Accordingly, this Court finds that the principles enunciated by the Hon’ble Supreme Court concerning full disclosure, suppression of material

facts and the proper exercise of judicial discretion are directly relevant to the controversy in hand. The decisive consideration is whether the record establishes that Opposite Party No. 2 secured or retained the concession of bail through deliberate concealment or material misrepresentation. Any order of cancellation must rest upon such a finding, supported by cogent material, and not merely upon the existence of other criminal cases or the failure to honour a monetary commitment.

54. In the present case, it is noteworthy that Opposite Party No. 2 did not disclose his criminal antecedents in the counter affidavit initially filed before this Court. The said antecedents were disclosed only by way of a subsequent affidavit, after the omission had been specifically pointed out by learned counsel for the applicant-informant as well as learned A.G.A. Thus, the disclosure was made only after the omission had been brought to the notice of the Court.

55. The obligation to make a full and candid disclosure of all material facts rests upon a litigant from the very inception of the proceedings. Such an obligation cannot be regarded as duly discharged merely because the omitted information is subsequently disclosed after the omission has been exposed by the opposing party. The subsequent disclosure, though relevant, does not efface the fact that the criminal antecedents were initially withheld from the Court.

56. This Court finds that the initial non-disclosure of the criminal antecedents by Opposite Party No. 2, followed by their disclosure only after the objection was raised by the applicant's counsel and learned A.G.A reflects a lack of candour in the proceedings. The manner in which the disclosure was made undermines the obligation of a litigant to approach the Court with complete transparency and to place all material facts before it at the earliest opportunity. Accordingly, this Court treats the initial non-disclosure as a relevant circumstance in assessing the bona fides of Opposite Party No. 2 and determining whether the concession of bail was obtained or retained through an abuse of the process of the Court.

57. Learned counsel for Opposite Party No. 2 submits that failure to honour a monetary undertaking arising from a compromise does not, by itself, warrant cancellation of bail. It is contended that the dispute stems from commercial transactions and that Opposite Party No. 2 has neither breached any bail condition nor misused his liberty by obstructing the investigation, tampering with evidence or intimidating witnesses. It is further argued that pending criminal cases, in the absence of conviction, do not automatically justify cancellation.

58. Reliance has been placed upon **Biman Chatterjee** (supra), **Ayub Khan** (supra), **Mendar Singh** (supra), **Shailesh Kumar Singh** (supra), **Anukul Singh** (supra) and **Gajanan Dattatraya Gore** (supra). These judgements caution against cancelling bail merely to enforce a private settlement or solely on account of criminal antecedents. They do not, however, bar cancellation where deliberate suppression of material facts, fraud or abuse of judicial process is established.

59. In the present case, Opposite Party No. 2 omitted his criminal antecedents from the original counter affidavit and disclosed them only after the omission was pointed out by learned counsel for the applicant-informant and learned A.G.A. The subsequent disclosure does not erase the initial omission, which bears upon his bona fides.

60. Considered alongside the undertaking furnished in the supplementary affidavit dated 22.02.2024 and the alleged failure to honour it after obtaining bail, this omission warrants examination of whether the concession was procured or retained through material misrepresentation. Although non-payment alone is insufficient to cancel bail, established suppression or abuse of the Court's process may independently justify such action. The authorities cited by the defence do not protect Opposite Party No. 2 against cancellation as such misconduct is proved.

61. The opposite party has taken a specific stand that, under the terms of the compromise, he was willing to repay the amount due to the applicant-informant. It appears that the said assurance was placed before the Court and

formed part of the circumstances in which the concession of bail was granted. Having obtained the benefit of bail, the opposite party has admittedly failed to honour the undertaking. Such conduct calls for serious consideration, particularly where an assurance placed before the Court is alleged to have induced it to exercise its discretion in favour of the accused.

62. In the case of **Gajanan Dattatray Gore v. State of Maharashtra and Another, Criminal Appeal No. 3219 of 2025**, decided on 28 July 2025, reported as 2025 INSC 913, the Hon'ble Supreme Court deprecated the practice of granting regular or anticipatory bail on the basis of an undertaking by the accused or a family member to deposit a specified amount. The Court directed that applications for bail must be decided strictly on the merits of the case and in accordance with law, and that bail must not be granted merely on the basis of an undertaking or assurance to deposit money. The Court expressed serious concern that accused persons, after obtaining the benefit of bail on the strength of such assurances, subsequently resile from them, thereby undermining the dignity of the judicial process.

63. The principle emerging from the aforesaid decision is that the discretion of the Court in matters of bail cannot be permitted to be invoked or influenced by monetary assurances which are subsequently disowned. Although mere non-payment of a privately agreed amount does not, 0by itself, automatically warrant cancellation of bail, the deliberate use of an undertaking to obtain judicial relief, followed by conduct demonstrating that the assurance was not honoured, may be relevant where the record establishes abuse of the process of the Court. Accordingly, the conduct of the opposite party examined in the light of the terms of the supplementary affidavit dated 22.02.2024, the circumstances in which the assurance was placed before the Court, and his subsequent failure to comply with establishes abuse of process of this Court.,which while granting bail had taken into consideration the submission made by counsel for the parties.

64. This Court also takes note of the repeated requests made on behalf of Opposite Party No. 2 for deferment of the hearing of the present bail cancellation application to enable him to pay the amount agreed upon under the

compromise before the application was decided on merits. Despite the opportunities afforded, including a final opportunity to demonstrate his bona fides by producing a demand draft for Rs. 50,00,000/-, as requested on his behalf, Opposite Party No. 2 has failed to do so. Though the mere failure to produce the demand draft cannot, in isolation, determine the issue of cancellation of bail, the conduct of Opposite Party No. 2 is a relevant circumstance when considered alongside the undertaking furnished before the Court, its non-fulfilment, and the other material circumstances discussed hereinabove. The repeated requests for time, unaccompanied by the promised payment despite the final opportunity, do not inspire confidence in the bona fides of the assurance held out. This circumstance further reinforces the conclusion drawn from the cumulative effect of the material on record and has accordingly been taken into consideration while determining the present application on its merits.

65. Upon an anxious consideration of the submissions advanced by the learned A.G.A., and the principles enunciated by the Hon'ble Supreme Court in the case of **Bhoopendra Singh v. State of Rajasthan, (2021) 17 SCC 220**, **Mahipal v. Rajesh Kumar, (2020) 2 SCC 118**, **Deepak Yadav v. State of Uttar Pradesh, (2022) 8 SCC 559**, and **Dolat Ram v. State of Haryana, (1995) 1 SCC 349**, this Court finds that the conduct of the opposite party cannot be viewed as a mere failure to honour a private monetary settlement. The undertaking furnished in the supplementary affidavit dated 22.02.2024 formed part of the circumstances placed before the Court while seeking the discretionary relief of bail; yet, after securing such relief, the opposite party failed to fulfil the assurance so recorded. More significantly, his criminal antecedents were omitted from the original counter affidavit and disclosed only after the omission was specifically brought to the notice of the Court by learned counsel for the applicant-informant and the learned A.G.A. The subsequent disclosure does not efface the initial omission. Considered cumulatively, these circumstances bear directly upon the bona fides of the opposite party and the manner in which he invoked the equitable discretion of this Court. The settled law recognises that bail may be cancelled where its concession has been

abused or where material circumstances disclose a legally sustainable ground for interference; at the same time, neither non-payment under a compromise nor the mere pendency of criminal cases, standing alone, would suffice. In the facts of the present case, however, the undertaking relied upon to obtain relief, its subsequent repudiation in conduct, and the material omission concerning criminal antecedents, taken together, establish an abuse of the concession granted by this Court. The sanctity of judicial proceedings cannot be subordinated to assurances invoked to secure relief and thereafter left unfulfilled. This Court, therefore, finds sufficient and cogent grounds to cancel the bail granted to the opposite party by order dated 23.02.2024.

66. In the case of **Gajanan Dattatray Gore v. State of Maharashtra and Another, decided on 28.07.2025**, the Hon'ble Supreme Court deprecated the practice of granting bail on the basis of undertakings to deposit specified amounts, observing that resiling from such undertakings after securing release undermines the dignity of the Court and the sanctity of judicial proceedings. The Court also cautioned High Courts and trial courts against granting bail on such terms in the future. In the present case, bail had already been granted to Opposite Party No. 2 by order dated 23.02.2024. The subsequent conduct of Opposite Party No. 2, who furnished an undertaking to repay the amount agreed upon under the compromise but has failed to pay even a single instalment despite repeated opportunities, including a final opportunity to produce a demand draft for ₹50,00,000/-, cannot be viewed in isolation from the circumstances in which the concession was obtained. While non-payment of a private monetary obligation, by itself, would not justify cancellation of bail, the failure to honour the undertaking, when considered alongside the material suppression of criminal antecedents and the other circumstances established on record, demonstrates an abuse of the concession granted by this Court. Such conduct cannot be permitted to erode the integrity of judicial proceedingsas the same is mockery of justice and abuse of process of law. Accordingly, applying the principles laid down by the Hon'ble Supreme Court and considering the cumulative effect of the circumstances on record, this

Court finds sufficient grounds to cancel the bail granted to Opposite Party No.2.

67. In view of the foregoing discussion and the findings recorded hereinabove, the bail cancellation application is allowed. The bail granted to Opposite Party No. 2 - Ravi Prakash S/o Om Prakash Upadhyay, by order dated 23.02.2024 is hereby cancelled. Opposite Party No. 2 – Ravi Prakash is directed to surrender before the competent Magistrate concerned on or before 16.10.2026 at 5:00 p.m. In the event of his failure to comply with this direction, the competent Magistrate shall take appropriate coercive measures, in accordance with law, to secure his arrest and custody.

68. Registrar (Compliance) of this Court shall communicate this order to the concerned District Judge, forthwith, for necessary compliance.

(Mrs. Manju Rani Chauhan,J.)

October 13, 2026
DS