

**IN THE SUPREME COURT OF INDIA
EXTRAORDINARY APPELLATE JURISDICTION**

PETITION FOR SPECIAL LEAVE TO APPEAL (CRL.) NO.6836/2026

ADITYA JAIN

PETITIONER(S)

VERSUS

STATE OF PUNJAB & ANR.

RESPONDENT(S)

O R D E R

1. Our order dated 20.04.2026 reads thus:-

"1. Heard Mr.Sidharth Luthra, learned Senior counsel for the petitioner, Mr. N Hariharan, learned Senior counsel for the de-facto complainant-caveator and Mr.Mohit Siwach, learned counsel for the State of Punjab.

2. Let the de-facto complainant be impleaded as a party respondent no.2 in this case. Cause title be amended accordingly.

3. Issue notice to the respondents.

4. Notices are accepted by Mr. Chritarth Palli, and Mr.Karan Sharma, learned AOR for the respondents/caveator(s).

5. We would like to know from the State their stand especially with regard to the observation of the High Court in the impugned order in paragraph 9. Paragraph 9 is extracted hereinbelow:

"During the course of investigation, it has come on record that fake bills were allegedly prepared by using forged seals and signatures to falsely show delivery of gold to the complainant. This clearly indicates a deliberate and calculated intention on the part of the petitioner to cheat the complainant. Once such allegations of forgery and fabrication of documents come into picture, the matter is no longer civil and takes the shape of a criminal offence."

6. Till the next date of hearing in the event of arrest, the petitioner shall be released on bail subject to the

satisfaction of the concerned Investigating Officer in FIR No.61 dated 19.02.2026 registered with Police Station Division No.8, Ludhiana, Punjab, for the offences punishable under Sections 316(2), 318(4) of the Bharatiya Nyaya Sanhita, 2023 (for short, 'BNS') as well as Sections 338, 336(3) & 340(2) of 3 BNS, added vide DDR No.37 dated 26.03.2026.

7. The petitioner shall continue to cooperate in the investigations.

8. Since there are civil and criminal disputes were pending, the parties have voluntarily suggested that without prejudice to the rights and contention, they are prepared to sit across.

9. We appoint Hon'ble Mr. Justice Anupinder Singh Grewal, retired Judge, Punjab & Haryana High Court to mediate the dispute between the parties. The fee and other expenses payable to the Mediator shall be settled after consultation with the parties.

10. List on 08th May, 2026."

2. By our order dated 08.05.2026, we recorded that the mediation between the parties was successful and the parties have been able to resolve the dispute amicably.

3. Today, when the matter was taken up for further hearing, the learned counsel for the petitioner produced a settlement, reduced into writing, duly signed by the parties and the learned Mediator.

The settlement agreement reads thus:-

**MEMORANDUM OF UNDERSTANDING-CUM-SETTLEMENT/
COMPROMISE-DEED**

This memorandum of understanding/settlement/compromise-deed is entered in between Jagdish Jewelers Private Limited (GST No.04AABCJ6834B2ZZ), SCO No.2443-44, Sector 22-C, Chandigarh, through its Directors Mr. Sagar Singla, Mr. Susham Singla and Mr. Akash Singla (hereinafter referred to as "first party")

And

Mr. Aditya Jain, Mrs. Aakriti Jain wife of Mr. Aditya Jain, Proprietors/Directors of SRK Jewellers (GST No.03ABLPJ7962Q1ZX), Shop No. 15, First Floor, Mall Plaza, Near Fountain Chowk, Ludhiana: Pvt. Ltd. (GST Proprietors/Directors of Finegold Jewellers No.03AAF0462MIZR), First Floor. Shop No.14-A. Mall Plaza, Near Fountain Chowk, Ludhiana and Proprietors/Directors of Shree Rama Krishna Jewellers (GST No.03AKRPJ0192PIZQ), Lower Ground Floor, Shop No.2-B. Mall Road, Ludhiana (hereinafter referred to as "Second Party").

WHEREAS, on this 7th day of May. 2026, at Chandigarh, this settlement/compromise-deed is being executed between the parties, on the following terms and conditions: -

1. That a business dispute regarding dealing of Gold Bars as well as Silver Bars and jewellery articles had arisen in-between both parties.

2. That in pursuance of the business transactions, the second party i.e. Mr. Aditya Jain had instituted two civil suits, i.e. Civil Suits No.7322 of 2025 and Civil Suit No.7282 of 2025 before the Court of Civil Judge (Junior Division) at Ludhiana.

3. The second party had also levelled allegation against the first party, by filing complaint dated 08/12/2025 before the Commissioner of Police at Ludhiana. Besides, the second party had also filed complaint dated 02/02/2025, alleging that the first party had threatened the second party and had wrongly trespassed into his property, lastly the second party thereafter on 03/01/2026 filed another complaint/representation before the police authorities at Ludhiana.

4. That similarly, the first party had also filed a detailed and comprehensive complaint dated 16/12/2025 against the second party. Pursuant to the complaint filed by first party, the Second party instituted two separate Criminal Miscellaneous petitions before the Hon'ble High Court of Punjab and Haryana at Chandigarh i.e. CRM-M 1035 of 2026 as well as CRM-M No.2133 of 2026.

5. That both the Criminal miscellaneous petitions i.e. CRM-M 1035 of 2026 as well as CRM-M No. 2133 of 2026, filed by the second party, were disposed of vide orders dated 16/01/2026 and 22/01/2026, by the Hon'ble Punjab & Haryana High Court.

6. That thereafter the complaints filed by both the parties were investigated by the police authorities, which culminated into registration of an FIR No.61 dated 19/02/2026 registered under sections 316(2), 318(4), 338, 336(3) & 340(2) of BNS Act, registered against the second party.

7. That upon registration of FIR No.61 dated 19/02/2026, the second party i.e. Aditya Jain approached the Court of Additional Session Judge at Ludhiana, seeking Anticipatory

Bail, which was dismissed on 18.03.2026, by the court of Additional Session Judge at Ludhiana. On 19.03.2026, the second party, i.e. Aditya Jain, approached the Hon'ble High Court seeking quashing of FIR No 61 dated 19/02/2026 by filing CRM-M 15622 of 2026 which is pending before the Hon'ble High Court of Punjab and Haryana as on date.

8. That in the meantime, aggrieved against the order of dismissal of Anticipatory bail by the ADJ, Ludhiana, second party i.e. Aditya Jain, approached the Hon'ble High Court of Punjab & Haryana for grant of concession of anticipatory bail, by filing CRM-M 17617 of 2026. However, that too met the same fate and the bail application of the second party (Aditya Jain) stood rejected by the Hon'ble Punjab and Haryana High Court on 06.04.2026.

9. That aggrieved against the order of rejection of Anticipatory bail by the Hon'ble Punjab & Haryana High Court at Chandigarh, the second party i.e. Mr. Aditya Jain, approached the Hon'ble Supreme Court of India by preferring SLP (Crl.) No.6836/2026 seeking pre-arrest bail.

10. That vide order dated 20/04/2026. passed by the Hon'ble Supreme Court of India, the Second Party (Aditya Jain) was ordered to be released on ad interim bail in FIR No.61 dated 19/02/2026, subject to the satisfaction of concerned investigating officer, that since both the parties i.e. the First & Second party had voluntarily suggested that since there are both civil and criminal proceedings initiated by and against each other, thus without prejudice to their rights and contentions, both the parties were willing to sit across and put a quietus to the dispute by way of an amicable settlement.

11. That it was in pursuance to the aforesaid proposal and suggestion made by both the parties to this settlement, that the Hon'ble Supreme Court had appointed Hon'ble Mr. Justice Anupinder Singh Grewal (Retd.) as a Mediator to mediate the dispute between the parties to this settlement.

12. That both the parties agreed that the undersigned would act as their mediator/conciliator in the matter of mediation and conciliation proceedings.

13. That meetings were held with the parties and with the assistance of Mediator/Conciliator along with their relatives, respectable and elders voluntarily arrived at an amicable settlement/ solution resolving the above-mentioned disputes and differences that had arisen.

14. That the parties hereto confirm and declare that they have voluntarily and out of their own free will, without any pressure from any quarter, arrived at this memorandum of understanding/settlement/compromise- deed in the presence of the Mediator/Conciliator which are as follows:-

(A) That at the time of signing of this compromise-deed,

it has been assured by the second party that their son, namely, Arnav Jain has no concern whatsoever with either of the firms maintained by the second party as on date.

(B) That the parties have mutually agreed to resolve their dispute by way of an amicable resolution whereby the entire dispute has been settled for a total consideration of Rs.6,00,00,000/- (Rs. Six crores only), which the second party has undertaken to pay to the first party towards full and final settlement, including all past and present business transactions, in between the parties as on the date of signing this agreement. The payment shall be made in the following manner:-

(i) The second party shall make the payment of Rs.2,00,00,000/- (Rs.Two crores only) as upfront payment on or before 15.05.2026, which payment can be made either through Demand Draft or RTGS/NEFT to the bank account of first party i.e. Jagdish Jewellers Pvt. Ltd. A/c No.0404083000000041, South Indian Bank Ltd., Sector 22, Chandigarh or any other bank so agreed between the parties. In this manner, the upfront payment shall be paid by second party to the first party.

(ii) The balance payment of Rs.4,00,00,000/- (Rs. Four crores only) shall be made by the second party to the first party in 13 monthly installments in the aforesaid account of first party, inclusive of interest @ 18% per annum, as per the following schedule:-

Sr. No.	Date of payment	Amount	Mode of payment
1.	15.06.2026	Rs.1,00,00,000/-	Demand Draft or RTGS/NEFT.
2.	15.07.2026	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.
3.	15.08.2026	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.
4.	15.09.2026	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.
5.	15.10.2026	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.
6.	15.11.2026	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.
7.	15.12.2026	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.
8.	15.01.2027	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.
9.	15.02.2027	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.

10.	15.03.2027	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.
11.	15.04.2027	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.
12.	15.05.2027	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.
13.	15.06.2027	Rs.27,50,400/-	Demand Draft or RTGS/NEFT.

(C) That the second party has undertaken that in view of settlement arrived at today in between both the parties, second party shall withdraw both the suits i.e. Civil Suit No.7322 of 2025 and Civil Suit No.7282 of 2025, which are pending adjudication before the Court of Civil Judge (Junior Division) at Ludhiana, instituted by second party against the first party and, as such, the second party shall suffer such statement for withdrawal and shall cooperate in withdrawal of all other suits if any filed by second party or his legal heirs, successors, assignees, agents etc. against the first party in view of the settlement arrived at, as both the parties to the dispute have reconciled their ledger accounts and books of accounts/statements and have therefore confirmed and verified the same as on date. The second party undertakes to withdraw all criminal/civil/complaints instituted or pending before any other authority against the first party before any court of law or any authority/forum.

(D) Likewise, the first party shall remain bound to cooperate and withdraw all civil and criminal cases that the first party has instituted against the second party or their relatives. That both the parties to this settlement have undertaken to withdraw all pending civil and criminal cases against each other immediately and for this purpose the first and second party shall conjointly move the Hon'ble High Court if so desired by the Second party and first party shall provide full cooperation and assistance in getting the FIR no 61 dated 19/02/2026 registered at Police Station Division No.8, Ludhiana quashed either in CRM-M 15622 of 2026 which is pending adjudication before the Hon'ble High Court, or by filing fresh petition. The first party undertakes to withdraw all criminal/civil/complaints instituted or pending before any other authority against the second party before any court of law or any authority/forum.

(E) That the first party has undertaken that against the receipt of Rs.1,76,50,000/- (One crore seventy six lacs fifty thousand only) from second party, the first party shall issue bills/invoices to the second party on or before 30.06.2026 in due course of business and second party duly acknowledges that the amount of Rs.1,76,50,000/- is separate and distinct from the total settlement amount as mentioned in clause 14(B) of this agreement and in no manner shall be adjusted/set off against total settlement amount as mentioned in clause 14(B) of this settlement-deed. Further, the second party has undertaken that as and when the first party raises the billing invoices to the tune of Rs.1,76,50,000/-, the second party

shall refund the GST amount levied on the invoice back to the first party. Further, it has been agreed that in case any invoice is raised by the first party, in that eventuality, the second party shall be liable to refund the GST amount back to the first party.

15. That in pursuance of the settlement arrived at, it has been agreed and undertaken by the second party that in discharge of his liabilities in favor of the first party, the second party will pay a total sum of Rs.6,00,00,000/- (Rs. Six crores only) as per the table and schedule set out in clause 14 of this settlement deed. Both the parties undertake to abide by the terms and conditions embodied hereinabove and both the parties shall remain bound by the terms and conditions. However, in case of violation or breach of above terms and conditions, the affected party shall be at liberty to take recourse of law as available to them.

16. That the settlement-deed arrived at between the parties is in the shape of decree and can be legally enforced. With the execution of this settlement-deed, the entire dispute between the parties shall stand full and finally settled.

17. That the parties to this settlement-deed hereby state that they have read the settlement-deed and have understood the contents thereof and their execution of settlement-deed is voluntary and have also understood the contents of the settlement in vernacular language.

18. That both the parties shall remain bound and shall not file any case/complaint against each other from today onwards in view of the present settlement.

19. That the execution of this settlement-deed, each signatory acknowledges the receipt of fully executed duplicate/original of this settlement-deed. Since the second party i.e. Aditya Jain is confined in judicial custody in another FIR, therefore, this settlement-deed has been signed by his wife, namely. Aakriti Jain as his legal representative and Aakriti Jain undertakes to get this settlement-deed signed from Aditya Jain as and when he is released from custody.

20. That it has further been agreed between the parties that this settlement- deed entered in between both the parties is in the shape of a compromise deed and duly enforceable in law and thus both the parties shall be free to produce, place on record the above settlement-deed before any competent authority or court if the same is required to witness the execution of settlement-deed or to settle any pending controversy between the parties. Further, the bail application filed by any of the second party shall not be opposed by the first party, who shall also extend full cooperation in the quashing of the FIR.

21. That the predecessors, executants, successors, assignees and agents of both the parties shall remain bound by the terms and conditions of the present settlement-deed.

In witness whereof, this settlement-deed is entered into between the parties out of their own free will and without any undue influence, coercion or threat of any kind from any quarter and without any misrepresentation by either of the parties and after admitting contents of instant deed, the parties to the deed have put the respective signatures.

FIRST PARTY

1. SUSHAM SINGLA
2. SAGAR SINGLA
3. AKASH SINGLA

 (Witness No.1)
 Manveen Shahi
 H.No.142, Sector 27-A,
 Chandigarh,
 Aadhaar No.2781-2469-3895
 Mobile No.9888870027

SECOND PARTY

1. ADITYA JAIN
2. AAKRITI JAIN

 (Witness No.2)
 Sheetan Bansal,
 H.No.428, Sector 15,
 Chandigarh,
 Aadhaar No.7572-6689-0242
 Mobile No.9815739218

(ANUPINDER SINGH GREWAL)
 MEDIATOR"

4. In accordance with the terms of the settlement, the petitioner has to pay a total sum of Rs.6,00,00,000/- (Rupees Six Crore only) to the complainant. Rs.2,00,00,000/- (Rupees Two Crore only) has already been paid by the petitioner to the complainant. The balance amount has to be paid in accordance with the schedule provided in the settlement agreement.
5. Parties are directed to abide by all the terms and conditions of the settlement.
6. The original settlement agreement is ordered to be taken on record and the same shall be kept with the record of this case.
7. In view of the aforesaid, the order passed by this Court dated 20.04.2026 is made absolute.
8. The Special Leave Petition is, accordingly, disposed of.

9. Pending application(s), if any, shall also stand disposed of.

.....J.
[J.B.PARDIWALA]

.....J.
[K.V. VISWANATHAN]

New Delhi;
27th May, 2026.

ITEM NO.8

COURT NO.7

SECTION II-B

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (Crl.) No(s).6836/2026

[Arising out of impugned final judgment and order dated 06-04-2026 in CRMM No. 17617/2026 passed by the High Court of Punjab & Haryana at Chandigarh]

ADITYA JAIN

Petitioner(s)

VERSUS

STATE OF PUNJAB & ANR.

Respondent(s)

[MEDIATION REPORT RECEIVED]

IA No. 122653/2026 - EXEMPTION FROM FILING O.T.

IA No. 141657/2026 - EXEMPTION FROM FILING O.T.

IA No. 122652/2026 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES

IA No. 141656/2026 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES

Date : 27-05-2026 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE J.B. PARDIWALA
HON'BLE MR. JUSTICE K.V. VISWANATHAN

For Petitioner(s) : Mr. Jitesh Malik, Adv.
Mr. Jatin Hooda, Adv.
Mr. Abhaya Nath Das, Adv.
Mr. Piyush Sharma, Adv.
Mr. Yogesh Sharma, Adv.
Mr. Satish Kumar, AOR

For Respondent(s) : Mr. Chritarth Palli , AOR
Mr. Rajat Bhardwaj, A.A.G.
Mr. Karan Sharma, AOR

UPON hearing the counsel the Court made the following
O R D E R

1. The Special Leave Petition is disposed of in terms of the signed order which is placed on the file.

2. Pending application(s), if any, shall also stand disposed of.

(HARPREET KAUR)
COURT MASTER (SH)

(POOJA SHARMA)
COURT MASTER (NSH)