

94 23.12.2021
(AD)
Court No.29

C.R.M. 983 of 2021
(Via Video Conference)

In Re: - An application for cancellation of bail under Section 439(2) of the Code of Criminal Procedure, 1973.

And

In the matter of: - Taniya Shaw

...petitioner.

Mr. Suman Chakraborty

... for the petitioner.

Ms. Zareen N. Khan

Mr. Ashok Das

... for the State.

Mr. Shibaji Kumar Das

... for the opposite party no.2.

The petition is taken up for consideration subsequent to the order dated November 26, 2021.

The petitioner seeks cancellation of bail.

Learned Advocate appearing for the petitioner submits that proceedings under Section 125 of the Code of Criminal Procedure are pending since 2019 and the opposite party no.2 is not participating therein. No maintenance is being paid to the petitioner.

State and the opposite party no.2 are represented.

Learned Advocate appearing for the opposite party no.2 submits that the petitioner lodged further complaints with the police. The petitioner is harassing the opposite party no.2. There are proceedings under Section 125 of the Code of Criminal Procedure pending.

Learned Advocate appearing for the opposite party no.2 on instructions submits that the opposite party no.2 is ready and

willing to pay a sum of Rs.10,000/-(Rupees Ten Thousand) per month on and from the month of September, 2019. He submits that the arrears will be paid in 12(twelve) equal monthly instalments. The opposite party no.2 will continue to pay Rs.10,000/-(Rupees Ten Thousand) per month from the present month onwards. This payment will be wholly without prejudice to the rights and contentions of the opposite party no.2 and should be subject to the final decision that may be arrived at by the Court in *seisin* the proceedings under Section 125 of the Code of Criminal Procedure.

Considering the submissions advanced on behalf of the opposite party no.2, in our view, interest of justice would be subserved by disposing of the application for cancellation of bail by permitting the opposite party no.2 to pay maintenance at the rate of Rs.10,000/- (Rupees Ten Thousand) per month commencing from the month of September, 2019 to the petitioner. The quantum of maintenance for the period from September, 2019 till December, 2021 be paid in 12 (twelve) monthly instalments commencing from the month of January 15, 2022 and payable within 15th of every month.

The petitioner will continue to make payment at the rate of Rs.10,000/- (Rupees Ten Thousand) per month on and from the month of January, 2022 payable on the 15th of subsequent month and will continue to do so every month until the final decision is arrived at with regard to the quantum and the period of maintenance by the appropriate forum having jurisdiction over such issue.

The payment made in terms of this order and the receipt thereof are wholly without prejudice to the rights and contentions of the respective parties.

The forum adjudicating the quantum of maintenance to be received by the petitioner will not be influenced by any of the observations made in this order. Such forum is at liberty to revise the quantum and the period of maintenance in the manner as deemed appropriate.

C.R.M. 983 of 2021 is disposed of accordingly.

(Debangsu Basak, J.)

(Bibhas Ranjan De, J.)