

02.03.2022

Sl. 80
Court No.29
suvayan

CRM 5541 of 2021

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

And

In the matter of: Debjani Mukherjee

....petitioner.

Mr. Apalak Basu

...for the petitioner.

Mr. Madhusudan Sur

Mr. Dipankar Pramanik

...for the State.

Mr. Sanjay Banerjee

Mr. Joydeep Bhattacharjee

...for the opposite party.

Petitioner seeks cancellation of bail granted by the jurisdictional Court by the order dated June 11, 2021.

State and the private opposite party are represented.

Learned Advocate appearing for the private opposite party submits on instructions that his client is ready and willing to pay a sum of Rs.20,000/- per month commencing from the month of May of 2021, within 15th of each month until further orders by the appropriate forum with regard to such maintenance. He submits that the payment will be wholly without prejudice rights and contentions of his client including the period of commencement and the quantum of the maintenance. He submits all points regarding the issue of maintenance should be kept open.

In the fact of the present case, by an order dated June 11, 2021, the jurisdictional Court granted bail to the private opposite party. The jurisdictional Court took into consideration the gravity of the offence and involvement of the petitioner therein and the fact

that the allegation of termination of pregnancy related to incidence of the year 2018 with the police complaint being lodged in the year 2021.

In the facts of the present case, we are unable to persuade ourselves to cancel the bail granted in favour of the private opposite party. However, we place on record the offer of the private opposite party as to his readiness and willingness to pay maintenance to the petitioner at the rate of Rs.20,000/- per month commencing on and from month of May 2021 within 15th of each month.

In view of such offer being made by the private opposite party, it would be appropriate to direct the private opposite party to pay a sum of Rs.20,000/- per month as maintenance to the petitioner commencing from the month of May 2021, payable within 15th of each month. So far as the month of March 2022 is concerned, the payment will be made within 15th day of this month. So far as arrears from the month of May 2021 to February 2022 are concerned, the petitioner will pay the same in ten equal monthly installments payable within the 15th of each month. The first of such installment will commence on and from March 15, 2022.

It is clarified that this Court did not pronounce on the quantum of the maintenance or the period of maintenance in any manner whatsoever. All issues relating to maintenance including the quantum and the period are kept open.

Learned Advocate appearing for the private opposite party submits that a direction should be issued upon the forum

adjudicating the proceedings under the Domestic Violence Act for expeditious disposal.

In view of such invitation on behalf of the private opposite party, it would be appropriate to request the forum in seisin of the proceedings under the Domestic Violence Act to dispose of the same as expeditiously as possible without granting any unnecessary adjournments to any of the parties.

Accordingly, CRM 5541 of 2021 is, thus, disposed of.

(Debangsu Basak, J.)

(Bibhas Ranjan De, J.)