

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.37169 of 2023

Arising Out of PS. Case No.-65 Year-2021 Thana- TARIYANI CHAPRA PS District-Sheohar

MAHESH MAHTO S/O RAM LAKSHAN MAHTO R/O Village-Sultanpur,
P.S.-Tariyani Chapra, Dist.-Sheohar

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR Bihar
2. AJAY KUMAR S/O SRI MAHADEV MAHTO R/O village-Sothigaon,
P.S.-Harlakhi, Dist.-Madhubani

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Hans Lal Kumar, Advocate
For the State	:	Mr. Ram Priya Sharan Singh, A.P.P.
For the O.P. No. 2	:	Mrs. Vaishnavi Singh, Advocate Mr. Ritwik Thakur, Advocate

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 02-08-2023 1. Heard learned counsel for the petitioner/informant,

learned A.P.P. for the State and learned counsel for the opposite

party no. 2.

2. Learned counsel for the petitioner submits that the

present application has been filed seeking cancellation of

anticipatory bail granted to the opposite party no. 2 by order dated

17.08.2022 in Cr. Misc. No. 4141 of 2022. Learned counsel for the

petitioner further submits that the present cancellation application

has been filed in terms of the liberty granted to the petitioner by

order dated 17.08.2022 in Cr. Misc. No. 4141 of 2022 whereby

this Court had recorded that if the opposite party no. 2 does not

fulfill the condition as agreed upon and as recorded in the order of

the learned Mediator, the petitioner/informant will be at liberty to



move before an appropriate forum for cancellation of bail of the opposite party no. 2 but this condition will apply only if the petitioner/informant also in terms of the settlement arrived at, withdraws all the cases filed against the opposite party no. 2.

3. Learned counsel for the opposite party no. 2 submits that in terms of the settlement arrived in between the petitioner and the opposite party no. 2 before the learned Mediator, the opposite party no. 2 had to pay an amount of Rs.20 lakhs in ten installments but the opposite party no. 2 till date has only paid an amount of Rs.10 lakhs, though ten installments are over, as such, the opposite party no. 2 has not adhered to the settlement arrived at which warrants cancellation of his anticipatory bail in terms of the liberty granted.

4. Learned counsel for the opposite party no. 2 submits that a modification application being Cr. Misc. No. 41432 of 2023 was filed by the opposite party no. 2 seeking modification of the order dated 17.08.2022 in Cr. Misc. No. 4141 of 2022 to the effect that some more time be granted to the opposite party no. 2 for complying with the settlement arrived at but the said modification application was permitted to be withdrawn as no application seeking cancellation of anticipatory bail was filed by the present petitioner by that time.

5. Learned counsel for the opposite party no. 2 submits



that the opposite party no. 2 will pay the rest of the amount of Rs.10 lakhs by 01.12.2023. It is further submitted that if the opposite party no. 2 does not pay the rest of the amount within the time aforesaid i.e. 01.12.2023 then his anticipatory bail application shall be liable to be cancelled.

6. Learned counsel for the informant on instruction for the present agrees with the submission of the learned counsel for the opposite party no. 2 and submits that for the present he is not pressing the present application but in the event if the amount of Rs.10 lakhs is not paid by 01.12.2023 then the informant shall have the same liberty as was granted to him by order dated 17.08.2022 in Cr. Misc. No. 4141 of 2022.

7. Considering the submission made by the learned counsel for the parties, the Court is not inclined to entertain the cancellation application, which is thus, rejected.

8. However, the petitioner/informant shall be at liberty to file an application seeking cancellation of the anticipatory bail order of the opposite party no. 2 herein provided the amount as agreed is not paid by 01.12.2023.

(Satyavrat Verma, J)

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