

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.85498 of 2023

Arising Out of PS. Case No.-101 Year-2021 Thana- MAHILA P.S. District- Bhojpur

Azmeri Khatun, Wife Of Md. Murad Sah Resident Of Village- Mohalla- M.P. Bagh, Purani Police Line Ara, District- Bhojpur

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Md. Murad Sah Son Of Shamim Sah Resident Of Village- M.P. Bagh Purani Police Line Ara, District- Bhojpur

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Ashutosh Kumar

For the Opposite Party/s : Mr.Rabindra Kumar- A.P.P.

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

4 19-04-2024 1. Heard learned counsel for the petitioner and learned APP for the State.

2. The petitioner seeks cancellation of bail in Ara Mahila Sadar P. S. Case No.101 of 2021 registered for the offences punishable under Sections 323, 341, 506 and 498(A) of the I.P.C. and Sections 3 and 4 of the D. P. Act.

3. The learned counsel for the petitioner submits that petitioner is the wife of the opposite party no.2 and has filed the instant application seeking cancellation of the anticipatory bail granted to the opposite party no.2 by order dated 26.06.2023 in Cr. Misc. No.39725 of 2022. It is next submitted that the opposite party no.2 had filed Cr. Misc. No.39725 of 2022



seeking anticipatory bail in connection with Ara Mahila P. S.
Case No.101 of 2021 dated 20.12.2021.

4. The learned counsel for the petitioner submits that opposite party no.2 was granted the privilege of anticipatory bail in Cr. Misc. No.39725 of 2022, as it was submitted on behalf of the opposite party no.2 that the matter was referred for mediation and the issue was amicably resolved and the opposite party no.2 had accepted to pay an amount of Rs.14,000/- per month towards maintenance of the informant (petitioner herein) and three children. Further, the opposite party no.2 also agreed to pay the amount as agreed including the arrears. It is next submitted that while granting anticipatory bail to the opposite party no.2, this Court had recorded:-

“However, if the petitioner (opposite party no.2 herein) does not pay the amount as agreed before the learned Mediator and before this Court for two consecutive months or does not pay the arrears amount by 24.07.2023, the informant (petitioner herein) shall be at liberty to file an application seeking cancellation of the bail bonds granted to the petitioner before this Court.”

5. It is further submitted that since the condition imposed on the opposite party no.2 stands breached, as such, the



instant cancellation application has been filed. It is further submitted that the instant case was taken up on 05.01.2024, when notices were issued on opposite party no.2, thereafter, again the case was taken up on 23.02.2024 and the office report recorded that the addressee could not be found at the given address, as such, this Court directed the petitioner to file afresh notices upon the opposite party no.2 on his address as mentioned in Cr. Misc. No.39725 of 2022. The petitioner in compliance of the order dated 23.02.2024 filed fresh notices on the address of the opposite party no.2 as mentioned in Cr. Misc. No.39725 of 2022.

6. Today, when the case is taken up, it manifests from the office report dated 09.04.2024 that the same records that addressee could not be found at the given address.

7. In view of the office report dated 09.04.2024, it amply manifests that the opposite party no.2 is evading the notice as the same was sent on the address, which stands recorded in Cr. Misc. No.39725 of 2022, as such, it is deemed that the notices stands validly served.

8. The learned counsel for the petitioner submits that the opposite party no.2, herein, has completely breached the undertaking given to this Court in Cr. Misc. No.39725 of 2022,



as such, submits that only for the purposes of obtaining anticipatory bail, the said false undertaking was given to the Court when till date, the opposite party no.2 has not paid a single penny to the petitioner, as such, one can well imagined the plight of the petitioner, who is sustaining herself along with her three children.

9. The learned Additional P. P. Sri Rabindra Kumar based on the submissions made by the learned counsel appearing on behalf of the petitioner submits that the anticipatory bail granted to the opposite party no.2 by order dated 26.06.2023 in Cr. Misc. No.39725 of 2022 be cancelled.

10. Considering the submissions made by the learned counsel for the petitioner, the bail bonds of the opposite party no.2 is hereby cancelled.

11. The learned trial Court is directed to take all coercive steps to ensure that opposite party no.2 is behind bar.

12. Let a copy of this order be immediately communicated to the learned trial Court for its compliance.

(Satyavrat Verma, J)

vikash/-

U		T	
---	--	---	--

