

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.7562 of 2025

Arising Out of PS. Case No.-65 Year-2018 Thana- MUZFFARPUR COMPLAINT CASE
District- Muzaffarpur

Moni Khatoon Wife of Md. Ezaz @ Md Ezaz Ahmad Resident Of Village
-Sundarpur Ratwara, Ps -Piar, Dist- Muzaffarpur

... .. Petitioner/s

Versus

1. The State of Bihar
2. Md. Ezaz @ Md. Ezaz Ahmad Son of Md. Nayeem Resident Of Village
-Sundarpur Ratwara, Ps -Piar, Dist- Muzaffarpur

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Sachin Kumar
For the Opposite Party/s : Mr. Md. Nazir Ansari

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

- 4 27-06-2025 1. Heard the learned counsel for the petitioner, learned
APP and the learned counsel appearing on behalf of the O.P.
No.2.
2. The learned counsel for the petitioner submits that
the instant cancellation application has been filed seeking
cancellation of anticipatory bail granted to the O.P. No.2 by an
order dated 06.03.2024 in Cr. Misc. No.56032/2023.
3. It is submitted that O.P. No.2 herein was petitioner
in Cr. Misc. No.56032/2023 and petitioner herein was O.P. No.2
in Cr. Misc. No.56032/2023.
4. It is submitted that the dispute was matrimonial and
the O.P. No.2 had agreed that he will pay a monthly
maintenance of Rs.5000/- per month to the petitioner herein in



Cr. Misc. No.56032/2023 with a condition that the same shall commence from 01.04.2024. It is next submitted that petitioner has filed the instant cancellation application in terms of the liberty granted to her by order dated 06.03.2024 in Cr. Misc. No.56032/2023, wherein the petitioner was given liberty to file an application seeking cancellation of anticipatory bail granted to the O.P. No.2 herein in the event if he does not pay the amount of maintenance as agreed for two consecutive months. The learned counsel for the petitioner submits that O.P. No.2 after obtaining anticipatory bail by order dated 06.03.2024 Cr. Misc. No.56032/2023, till date has not paid a single penny as such it is submitted that O.P. No.2 only for the purposes of obtaining anticipatory bail gave a false undertaking before this court. It is also submitted that in absence of financial support, one can well imagine the plight of the petitioner herein.

5. The learned counsel appearing on behalf of the O.P. No.2 submits that O.P. No.2 is not in a position to pay the monthly maintenance as he does not earn, on which, the learned counsel appearing on behalf of the petitioner submits that if O.P. No.2 was not in a position to pay the monthly maintenance then why before this court in Cr. Misc. No.56032/2023 had agreed to pay monthly maintenance of Rs.5000/-, which amply



demonstrates that only for the purposes of seeking anticipatory bail, the false undertaking was given.

6. The learned APP also concurs with the submission of the learned counsel appearing on behalf of the petitioner that O.P. No.2 herein only for the purposes of seeking anticipatory bail gave a false undertaking. It is also submitted that if O.P. No.2 was not in a position to pay the monthly maintenance, in that event he ought to have moved this court seeking modification of the order dated 06.03.2024 in Cr. Misc. No.56032/2023, which may have established his bonafide but by not doing so, it amply demonstrates that O.P. No.2 for the purposes of seeking anticipatory bail, gave a false undertaking and then breached with impunity.

7. Considering the submission made by the learned counsel appearing on behalf of the petitioner and the learned APP, the order dated 06.03.2024 in Cr. Misc. No.56032/2023 is hereby cancelled.

8. Let a copy of this order be sent to the concerned learned trial court for necessary action.

(Satyavrat Verma, J)

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