

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.15720 of 2025

Arising Out of PS. Case No.-338 Year-2022 Thana- MADHUBANI COMPLAINT CASE
District- Madhubani

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Rakhi Devi D/O Kishori Yadav, W/O Ram Bharosh Yadav R/O Vill.- Jafra,
P.S.- Bisfi, Patauna, Dist.- Madhubani, and Present R/O Pariharpur, P.S.-
Rajnagar, Dist.- Madhubani.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Ram Bharosh Yadav S/O Mohit Lal Yadav R/O Vill.- Jafra, P.S.- Bisfi,
Patauna, Dist.- Madhubani

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Vikas Kumar Jha
For the Opposite Party/s : Mr. Anil Prasad Singh

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

- 6 20-06-2025 1. The present application has been filed by the petitioner
for cancellation of bail of the opposite party no. 2,
namely, Ram Bharosh Yadav, who was granted
anticipatory bail by this Court in Cr. Misc. No. 73588 of
2023, dated 05.03.2024, subject to the condition that the
petitioner shall deposit a sum of Rs. 3000/- per month in
the bank account of the opposite party no. 2 positively by
7th day of every month starting from the month of March,
2024.
2. Learned counsel for the petitioner submits that the
opposite party no. 2 was granted anticipatory bail by this
Court after considering the materials on record and the



fact that offer of payment of Rs. 3000/- per month made by the petitioner, who is opposite party no. 2 in this case, was accepted by the opposite party no. 2, who is petitioner in this case.

3. Upon considering the offer made by the opposite party no. 2 and acceptance of the same by the petitioner herein, this Court granted bail to the opposite party no. 2 subject to payment of a sum of Rs. 3000/- per month to the petitioner. The condition imposed while granting bail has not been complied by the opposite party no. 2 and payment of Rs. 3000/- for only two months was made. This compelled the petitioner to file cancellation of bail application before this Court in 70107 of 2024.
4. Earlier, this Court disposed the cancellation of bail application filed by the petitioner after taking into note the fact that both the parties were present in-person in this Court and they agreed for one time final settlement. The offer made by the opposite party no. 2 for one time settlement was accepted by the petitioner under which the opposite party no. 2 was required to pay a sum of Rs. 6,00,000/-, along with the articles as mentioned in the list, within a period of one month. Accordingly, the



cancellation of bail application was disposed in terms of the undertaking given by the opposite party no. 2.

5. Learned counsel for the petitioner next submits that the intention of opposite party no. 2 is not bonafide inasmuch as at the time of grant of anticipatory bail, he offered to make a payment of a sum of Rs. 3000/- per month in favour of the petitioner as condition of bail, but he failed to abide by the condition. When the cancellation of bail application was filed by the petitioner, the opposite party no. 2 herein made another offer of one time settlement that he would pay a sum of Rs. 6,00,000/- and would return the articles as condition for final settlement and got the cancellation of bail disposed in terms of undertaking given by him. The undertaking given in the cancellation of bail application has also not been complied and thus, the opposite party no. 2 has tried to trick this Court also.
6. Despite service of notice no one appeared on behalf of the opposite party no. 2.
7. I have heard learned counsel for the petitioner and learned counsel for the State.
8. From perusal of the materials available on records, it appears that the opposite party no. 2 herein was granted



bail on the basis of his undertaking that he would pay a sum of Rs. 3000/- per month to his wife i.e. the petitioner, but he failed to abide by the bail condition. Then the application for cancellation of bail was filed by the petitioner, in which, the opposite party no. 2 made another offer for one time settlement and undertook to pay a lumpsum amount of Rs. 6,00,000/- as final settlement amount and to return articles as mentioned in the bail cancellation order, dated 29.11.2024. The opposite party no. 2 at that stage also failed to abide by his undertaking and despite service of notice, in this application, he chose not to appear before this Court.

9. Considering the conduct of opposite party no. 2 and the fact that he failed to abide by the condition as well as undertaking given by him before this Court in Cr. Misc. No. 73588 of 2023 and Cr. Misc. No. 70107 of 2024, the bail granted to opposite party no. 2 is liable to be cancelled, accordingly, I deem it expedient to cancel the anticipatory bail granted to the opposite party no. 2 in Cr. Misc. No. 73588 of 2023.
10. Let the bail bond furnished by the opposite party no. 2 be treated as cancelled and the concerned Court is directed to



take necessary steps as per law against opposite party no.
2.

11. The present application is, accordingly, allowed.

(Anil Kumar Sinha, J)

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