

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.47498 of 2021

Arising Out of PS. Case No.-638 Year-2018 Thana- DIGHA District- Patna

SMT. LEELA GUPTA W/o Sri Ashok Kumar Resident of XTTI Road, Digha,
P.S.- Digha, District- Patna- 11

... .. Petitioner/s

Versus

1. The State of Bihar
2. Kiran Devi W/o Shankar Mandal @ Shankar Kumar R/o village- Gandhipur,
P.S.- Bariyarpur, District- Munger, presently residing at Adampura Lakhnai
Bigha, P.S.- Danapur, P.O.- Khagaul, District- Patna

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Umesh Prasad

For the Opposite Party/s : Mr. Parmeshwar Mehta

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

- 3 07-04-2025 1. Heard learned counsel for the parties concerned.
2. The petitioner has filed the present application for cancellation of bail granted to the opposite party no. 2 by learned Additional Sessions Judge XVII, Patna, dated 18.02.2020, in ABP No. 9342 of 2019, and further against the order dated 16.01.2021 in Cr. Misc. Bail Cancellation No. 81 of 2020, by which prayer of the petitioner for cancellation of bail of O.P. No. 2 has been dismissed, on the ground that the petitioner, at the time of consideration of her bail application, filed a supplementary affidavit stating that matter has been compromised between the informant and husband of the petitioner and in terms of the compromise the husband of the petitioner has paid a



sum of Rs. 2,00,000/- and Rs. 2,60,000/- by way of demand draft and rest amount was to be paid in six installments to the informant.

3. Learned counsel for the petitioner submits that subsequent to the payment of sum of Rs. 2,60,000/- by the husband of the opposite party no. 2 in terms of compromise, the opposite party no. 2 was granted bail considering the supplementary affidavit filed by her, stating therein, the fact regarding compromise entered into between the husband of the opposite party no. 2 and the petitioner. Since, the husband of the opposite party no. 2 failed to abide by the terms of the compromise his bail has been cancelled by learned Sub-Divisional Judicial Magistrate, Patna, vide order, dated 15.09.2022.
4. Accordingly, the submission is that since the husband of the opposite party no. 2 failed to abide by the terms of compromise and supplementary affidavit regarding compromise having been filed by the opposite party no. 2, she is also bound by the terms of compromise and her bail should also be cancelled.
5. I have heard learned counsel for the petitioner and the State and have perused the order granting bail and



impugned order, dated 16.01.2021.

6. From perusal of the impugned order granting anticipatory bail, it appears that the Court while granting bail has taken into account the fact that the matter has been settled between the husband of the opposite party no. 2 and the petitioner and the opposite party no. 2 is a lady. In the impugned order, the Court has taken into consideration the fact that there was no direction in the bail order of the petitioner to make any payment by her in favour of the informant pursuant to the compromise entered into between her husband and the informant.
7. Considering the aforesaid and the fact that the opposite party no. 2 was not a signatory of the compromise petition and compromise was entered into between the husband of the opposite party no. 2 and the petitioner, I am of the opinion that the opposite party no. 2 has not violated the terms of the bail order.
8. This application is, accordingly, dismissed.

(Anil Kumar Sinha, J)

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