

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.68310 of 2025**

**In**  
**CRIMINAL MISCELLANEOUS No.29243 of 2025**

Arising Out of PS. Case No.-231 Year-2024 Thana- SAMASTIPUR District- Samastipur

Usha Kumari wife of Saroj Kumar Jha Vill-Kalyanpur, Ward no. 11, P.S-  
Kalyanpur, Dist- Samastipur

... .. Petitioner/s

Versus

1. The State of Bihar
2. Rajeev Kumar Choudhary Son of Uday chandra Choudhary, Assistant  
General Manager, Bank of Baroda, Regional Office, Darbhanga, P.S.- Town,  
Dist- Darbhanga

... .. Opposite Party/s

**Appearance :**

For the Petitioner/s : Mr. Brajesh Kumar Singh, Advocate  
For the State : Mr. Bhanu Pratap Singh, APP

**CORAM: HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA**  
**ORAL ORDER**

3      07-01-2026                      Heard Mr. Brajesh Kumar Singh, learned counsel  
for the petitioner and Mr. Bhanu Pratap Singh, learned APP for  
the State.

2. The present application has been filed for  
modifying the order dated 05.08.2025 passed in Cr. Misc. No.  
29243 of 2025.

3. Learned counsel for the petitioner submits that the  
petitioner has been granted bail with the condition that the  
petitioner is ready to pay the loan amount to the Bank to the  
tune of Rs. 3,17,000/- (Rupees Three Lakh Seventeen  
Thousand) and the petitioner at the time of furnishing bail bond



shall produce a no objection certificate from the Bank which suggest that the petitioner has paid the loan amount to the Bank.

4. Learned counsel for the petitioner submits that the petitioner is not in a position to pay the loan amount due to the reason that her husband Saroj Kumar Jha is languishing in judicial custody.

5. Learned counsel for the State submits that it appears from paragraph-8 of the order dated 05.08.2025 which is quoted hereinbelow:

*“8. Learned counsel for the petitioner on instructions fairly submits that the petitioner is ready to pay the loan amount to the Bank and as per FIR loan amount has come in tune of Rs. 3,17,000/- (Rupees Three Lakh Seventeen Thousand) on the date of filing of the FIR.”*

6. It appears from the aforesaid that learned counsel for the petitioner on instruction had given an undertaking before this Court that the petitioner is ready to pay the loan amount to the Bank but after granting bail, the petitioner has refused to pay the same.

7. In view of the above, the petitioner had given an undertaking before this Court and now she has refused to pay



the loan amount to the Bank and hence no case is made out for  
modifying the order dated 05.08.2025. It is, accordingly,  
dismissed.

**(Rajesh Kumar Verma, J)**

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