

IN THE HIGH COURT OF JHARKHAND AT RANCHI
Cr.M.P. No.886 of 2024

Shivnarayan Yadav, aged about 58 years, son of Subodh Yadav, resident of Village – Gosai Tola, Patwara, P.O.- Kewalpati, P.S.- Rajnagar, District – Madhubani, (Bihar), Presently residing at New Ranipur, Road No. 18, P.O.- Kewalpati, P.S. Fulwari, District- Patna (Bihar).

... Petitioner

Versus

1. The State of Jharkhand
2. Subodh Kumar, Son of Late Surendra Kumar r/o- Vidhya Nagar Nagar, Road No. – 1 Harmu, Tungari Tola, P.O.- Argora, P.S.- Argora, District- Ranchi.

... Opposite Parties

For the Petitioner	: Mr. Sudhanshu Shekhar, Advocate Mr. Prakash Kumar, Advocate
For the State	: Mr. Rajesh Kumar, Addl.P.P.
For the OP No.2	: Mr. Avilash Kumar, Advocate Mr. Sahil, Advocate

P R E S E N T

HON'BLE MR. JUSTICE ANIL KUMAR CHOUDHARY

By the Court:- Heard the parties.

2. This Criminal Miscellaneous Petition has been filed invoking the jurisdiction of this Court under Section 482 of the Code of Criminal Procedure with the prayer to quash the order dated 22.06.2023 passed in Criminal Miscellaneous Case No. 48 of 2023 arising out of Argora P.S. Case No. 287 of 2021 of the court of the learned Judicial Commissioner, Ranchi.

3. The brief fact of the case is that the petitioner was given the privileges of anticipatory bail vide the order dated 28.06.2022 passed in A.B.P. No. 1259 of 2022 in connection with Argora P.S. Case No. 287 of 2021. Vide the impugned order dated 22.06.2023 in Criminal Miscellaneous Case No. 48 of 2023, the learned Judicial Commissioner, Ranchi has considered that the petitioner herein has violated the agreement executed between him and the opposite party No.2 herein and on the sole ground of the same, has cancelled the anticipatory bail granted to the petitioner herein who, consequent upon being granted the anticipatory bail in A.B.P. No. 1259 of 2022, furnished the bail bond in the court of the learned Judicial Magistrate-1st Class, Ranchi.

4. Learned counsel for the petitioner relies upon the judgment of this Court in the case of **Tanya Basu @ Bose vs. The State of Jharkhand** reported in **2023 0 Supreme (Jhk) 1481** and submits that in the facts of that case, this Court relied upon the judgment of the Hon'ble Supreme Court of India in the case of **Biman Chatterjee vs. Sanchita Chatterjee & Another** reported in **(2004) 3 SCC 388** paragraph-7 of which reads as under:-

"7. Having heard the learned counsel for the parties, we are of the opinion that the High Court was not justified in cancelling the bail on the ground that the appellant had violated the terms of the compromise. Though in the original order granting bail there is a reference to an agreement of the parties to have a talk of compromise through the media of well-wishers, there is no submission made to the court that there will be a compromise or that the appellant would take back his wife. Be that as it may, in our opinion, the courts below could not have cancelled the bail solely on the ground that the appellant had failed to keep up his promise made to the court. Here we hasten to observe, first of all from the material on record, we do not find that there was any compromise arrived at between the parties at all, hence, question of fulfilling the terms of such compromise does not

arise. That apart, non-fulfilment of the terms of the compromise cannot be the basis of granting or cancelling a bail. The grant of bail under the Criminal Procedure Code is governed by the provision of Chapter XXXIII of the Code and the provision therein does not contemplate either granting of a bail on the basis of an assurance of a compromise or cancellation of a bail for violation of the terms of such compromise. What the court has to bear in mind while granting bail is what is provided for in Section 437 of the said Code. In our opinion, having granted the bail under the said provision of law, it is not open to the trial court or the High Court to cancel the same on a ground alien to the grounds mentioned for cancellation of bail in the said provision of law.” (Emphasis supplied)

and submits that the Court below could not have cancelled the anticipatory bail solely on the ground that the petitioner has failed to keep his promise to make the payment.

5. Learned counsel for the petitioner next submits that in that case, this Court also relied upon the judgment of the Hon’ble Supreme Court of India in the case of **Pritpal Singh vs. State of Bihar** reported in **2001 SCC OnLine SC 123**, para-4 and 5 of which reads as under:-

“4. The dispute raised in the case relates to eviction of the appellant who is the tenant from the premises of which the respondent is the owner. Previously, there was a compromise between the parties in which it was agreed inter alia that the appellant will pay certain amount to the respondent and vacate the premises by the time stipulated. On the allegation that the appellant has failed to comply with the terms of the compromise by not vacating the premises in question within the time stipulated, the petition for cancellation of bail was filed. It is stated by learned counsel for the appellant that neither was any averment made in the petition about misuse of liberty granted to the appellant nor was any difficulty alleged to have been faced by the prosecution in the case on the ground of the appellant being at large.

5. The Magistrate cancelled the bail granted to the appellant solely on the ground that the terms of the compromise had not been complied with. To say the least, the ground on which the petition for cancellation of bail was made and was granted is wholly untenable. It is our view that the order if allowed to stand will result in abuse of the process of court. The High Court clearly erred in maintaining the order. Therefore, the order passed by the Magistrate cancelling the bail and the

order of the High Court confirming the said order are set aside. The bail order is restored. The appeal is allowed."

therein the Hon'ble Supreme Court of India has reiterated the settled principle of law that solely on the ground that the terms of the compromise had not been complied with, the bail granted to the accused person cannot be cancelled. Hence, it is submitted that the prayer as prayed for in this Criminal Miscellaneous Petition be allowed.

6. Learned Addl.P.P. appearing for the State and the learned counsel for the opposite party No.2 on the other hand vehemently oppose the prayer of the petitioner made in this Criminal Miscellaneous Petition and submit that since the petitioner has violated the conditions basing upon which, the bail was granted to him; so, there is no illegality committed by the learned Judicial Commissioner, Ranchi. Hence, it is submitted that this Criminal Miscellaneous Petition, being without any merit, be dismissed.

7. Having heard the rival submissions made at the Bar and after carefully going through the materials available in the record, it is needless to mention here that it is a settled principle of law that solely on the ground that the terms of the compromise or the promise to make payment has not been met by the accused, is not a ground to cancel the bail once granted to the accused person.

8. Now coming to the facts of the case; after carefully going through the materials available in the record, this Court finds that the sole ground on the basis of which, the learned Judicial Commissioner, Ranchi has cancelled the bail granted to the petitioner herein is that he

has violated the conditions on the basis of which he has been granted the anticipatory bail and the violation made by the petitioner herein was that he has not complied with the terms and conditions arrived at between the parties in the Mediation Center.

9. Section 22 of the Mediation Act, 2023 which reads as under:-

***“22. Confidentiality.**—(1) Subject to the other provisions of this Act, the mediator, mediation service provider, the parties and participants in the mediation shall keep confidential all the following matters relating to the mediation proceedings, namely –*

- (i) acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation;*
- (ii) acceptance of, or willingness to, accept proposals made or exchanged in the mediation;*
- (iii) documents prepared solely for the conduct of mediation or in relation thereto;*
- (iv) any other mediation communication.*

(2) No audio or video recording of the mediation proceedings shall be made or maintained by the parties or the participants including the mediator and mediation service provider, whether conducted in person or online to ensure confidentiality of the conduct of mediation proceedings.

(3) No party to the mediation shall in any proceeding before a court or tribunal including arbitral tribunal, rely on or introduce as evidence any information or communication set forth in clauses (i) to (iv) of sub-section (1), including any information in electronic form, or verbal communication and the court or tribunal including arbitral tribunal shall not take cognizance of such information or evidence.

(4) The provisions of this section shall not prevent the mediator from compiling or disclosing general information concerning matters that have been subject of mediation, for research, reporting or training purposes, if the information does not expressly or indirectly identify a party or participants or the specific disputes in the mediation.

prohibits the parties to the mediation from relying on or introducing as evidence any information or communication relating to acceptance of any proposal by any party or any other mediation communication *inter alia* in any court; in any proceeding.

10. Under such circumstances, this Court has no hesitation in holding that in view of the settled principle of law, the learned Judicial Commissioner, Ranchi has committed a grave illegality in cancelling the anticipatory bail granted to the petitioner herein vide order dated 22.06.2023 passed in Criminal Miscellaneous Case No. 48 of 2023 in connection with Argora P.S. Case No. 287 of 2021. Therefore, the order dated 22.06.2023 passed by the learned Judicial Commissioner, Ranchi in Criminal Miscellaneous Case No. 48 of 2023 arising out of Argora P.S. Case No. 287 of 2021, is not sustainable in law. Hence, the same be quashed and set aside against the petitioner.

11. Accordingly, the order dated 22.06.2023 passed by the learned Judicial Commissioner, Ranchi in Criminal Miscellaneous Case No. 48 of 2023 arising out of Argora P.S. Case No. 287 of 2021, is quashed and set aside and the bail, if any, granted to the petitioner herein by the learned trial court is restored.

12. In the result, this Criminal Miscellaneous Petition is allowed to the aforesaid extent only.

(Anil Kumar Choudhary, J.)

High Court of Jharkhand, Ranchi
Dated the 05th of January, 2026
AFR/ Saroj

Uploaded on 06/01/2026