

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."

Ajay Kumar @ Ajay Gope v. The State of Jharkhand <sup>2</sup> passed in Cr.M.P. No.2116 of 2018 dated 16th of June, 2023 (Jharkhand)