

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.74377 of 2018

Arising Out of PS. Case No.-393 Year-2017 Thana- BUDDHACOLONY District- Patna

Md. Johaib Mallik Son of Khurshid Mallik, Resident of Village- Dani Bigha, Police Station-Makhdumpur, District-Jehanabad at Present resident at 2nd Floor 206, Building No. 6/G, Roma Banjara Tanda Co-Operative Society, In Front of Agarwal Tower, P.M.C.P. Road, Juni Mumbai, P.S.-Man Khurd, District-Mumbai, Maharashtra.

... .. Petitioner/s

Versus

1. The State Of Bihar
2. Sana Ahmad, W/o Md. Johaib Malik, D/o Sarfraz Ahmad, R/o-Flat No. 11, Kaithma Apartment, Raji ki Gali, Boring Canal Road, P.S.-Buddha Colony, District-Patna. Permanent Resident of Village- Danobigha, P.O.-Manjhous, P.S.-Makhdumpur, District-Jehanabad.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Jeetendra Narayan
For the Opposite Party/s	:	Mr. Mukesh Kumar Singh
For the O. P. No. 2	:	Mr. Shadab Akhter

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

7 20-08-2019 Heard learned Counsel for the petitioner, learned Counsel for the informant-Opposite Party No. 2 and learned Additional Public Prosecutor for the State.

This application, for grant of anticipatory bail, arises out of Buddha Colony Police Station Case No. 393 of 2017, disclosing offences under Sections 341/323/506/354/498-A/34 of the Indian Penal Code and Sections 3/4 of the Dowry Prohibition Act, 1961.

The petitioner is the husband of the Opposite Party No. 2. The petitioner as well as the Opposite Party No. 2 are



present, in person, along with their respective Counsel.

The allegation against the petitioner is that the marriage of he petitioner was solemnized with the Opposite Party No. 2 on 16.04.2013 and at the time of marriage, valuable gifts, in the shape of jewellery etc. to the tune of Rs. 20,00,000/- as well as cash amount worth Rs. 7,61,000/- was given to the petitioner by the father of the informant-Opposite Party No. 2, as expenses of marriage. It has been alleged that soon after the marriage, the Opposite Party No. 2 went to Mumbai along with her husband where she was being scolded and tortured by her in-laws. Further allegation is that a sum of Rs. 15,00,000/- and one car was being demanded by the petitioner as dowry from the informant and her family members.

In nutshell, the allegation is that due to non-fulfillment of the demand of dowry, the informant was being tortured by he petitioner and other family members, physically and mentally and the marriage of the informant was never consummated.

Learned Counsel for the petitioner submits that the petitioner has not committed any offence in the manner alleged and he has never subjected the Opposite Party No. 2 to cruelty for demand of dowry. He further submits that the informant used



to pressurize the petitioner to live separately from his family members.

On the other hand, learned Counsel appearing on behalf of the Opposite Party No. 2 vehemently opposes the prayer for anticipatory bail and submits that the petitioner continuously tortured the informant since the very beginning of the marriage and never treated her with care and dignity. He further submits that despite the fact that huge amount in cash and kind was given to the petitioner by way of gift in the marriage, a sum of Rs. 15,00,000/- and a car has been demanded by the petitioner from the informant and her family members as dowry and due to non-fulfillment of the same, the informant was being tortured and ousted from her matrimonial home in the year 2016. He further submits that a panchayati was held in the year 2017, in which father and mother of the petitioner had agreed to pay a total sum of Rs. 7,61,000/- and to return the articles worth Rs. 20,00,000/- to the informant as a condition for dissolution of the marriage between the petitioner and the informant. The agreement, dated 03.10.2017, in the panchayati between the parents of the petitioner as well as the informant is part of the First Information Report.

Learned Counsel for the petitioner opposes the fact



that any such kind of agreement was entered into by the parents of the petitioner and submits that the stamp paper was purchased in the name of the informant and signature of the parents of the petitioner was forged by the informant and her family members

However, without prejudice to the above, in course of proceeding, the petitioner offers to pay the informant a sum of Rs. 12,000/- per month in her bank account, bearing Account No. 5212368863, IFSC Code No. KKBK0000351 of Kotak Mahindra Bank, as cost of living of the informant, subject to the final outcome of Matrimonial Case No. 348M of 2018, the maintenance case filed by the informant before the Principal Judge, Family Court, Patna.

The said offer made by the petitioner is acceptable to the informant.

Taking into consideration the above mentioned fact and circumstances of the case, I am inclined to grant the petitioner privilege of anticipatory bail.

Let the petitioner, Md. Johaib Mallik, in the event of his arrest or surrender before the Court below within four weeks, be released on bail on furnishing bail bond of Rs. 10,000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned 16th Additional Chief Judicial



Magistrate, Patna, in connection with Buddha Colony Police Station Case No. 393 of 2017, subject to the conditions (i) laid down under Section 438 (2) of the Code of Criminal Procedure (ii) the petitioner shall pay a sum of Rs. 12,000/- per month in the bank account of the informant, mentioned above, regularly without fail till the final outcome of the maintenance case.

It is made clear that payment of a sum of Rs. 12,000/- to the informant will start from the month of September, 2019 and by 07th of every month, the said amount must be transferred in the bank account of the informant by the petitioner, positively.

It is further made clear that the petitioner will annex a receipt, showing payment of Rs. 12,000/- in the bank account of the informant along with the surrender -cum- bail application.

This application is disposed of accordingly.

(Anil Kumar Sinha, J.)

Prabhakar Anand/-

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