

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.36705 of 2020**

Arising Out of PS. Case No.-327 Year-2019 Thana- SERGHATI COMPLAINT CASE  
District- Gaya

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Shahbaz Khan Son of Shahjahan Khan Resident of Village-Sihuli, Police Station-Amas, District-Gaya.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Sadaf Parween D/o Naeem Khan Resident of Village-Sihuli, Police Station-Amas, District-Gaya.

... .. Opposite Party/s

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**Appearance :**

|                          |   |                                       |
|--------------------------|---|---------------------------------------|
| For the Petitioner/s     | : | Mr. Ansul, Advocate                   |
|                          | : | Mr. Ram Pravesh Nath Tiwary, Advocate |
| For the Informant        | : | Mr. Praveen Kumar, Advocate           |
| For the Opposite Party/s | : | Mr. A.P.P.                            |

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**CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA**  
**ORAL ORDER**

- 3      26-10-2021                      Heard Shri Ansul, assisted by Shri Ram Pravesh Nath Tiwary, learned counsel for the petitioner, Shri Praveen Kumar, learned counsel for the informant and learned A.P.P. for the State.

The petitioner is seeking anticipatory bail in connection with Complaint Case No. 327 of 2019 instituted for the offences under Section 498A of the Indian Penal Code read with Section 4 of the Dowry Prohibition Act.

Learned counsel for the petitioner submits at the outset that from perusal of allegation as alleged in the F.I.R. it would manifest that the Opposite Party No. 2 has alleged that



she was married on 24.04.2019 in which her parents had given Rs. 2 lakh cash as well as jewellery and other articles. Further, the husband started demanding Rs. 2 lakh and a Hero Honda motorcycle, failing which he would perform second marriage but due to the poor financial condition of the Opposite Party No. 2, the said demand could not be met. Finally on 09.06.2019, the Opposite Party No. 2 for non-fulfillment of the demand was ousted from her matrimonial home and also that at the time when the case was being executed, the O.P. No. 2 was pregnant.

Learned counsel for the petitioner as well as learned counsel for the informant both have taken instruction from their respective clients. The learned counsel for the petitioner submits that without going into the merits of the case as he is contesting the marriage in M.T.S. No. 266 of 2019 pending in the Court of Principal Judge, Family Court, Gaya, he is willing to pay an amount of Rs. 4,000/- by way of maintenance to the Opposite Party No. 2 till the issue is not resolved by the Court of competent jurisdiction where the dispute is presently pending, the learned counsel for the informant agrees with the submission and submits that he will not oppose the anticipatory bail application of the petitioner if he is willing to pay an amount of Rs. 4,000/- per month by way of maintenance to the Opposite



Party No. 2 and the child.

The learned counsel for the petitioner submits that the Opposite Party No. 2 has a Savings Bank Account in Bank of Baroda at Hamzapur, Bihar, P.O. Sherghati, District-Gaya having Savings Account no. 19008100039592. The Court permits the petitioner, as agreed, to pay an amount of Rs. 4,000/- per month to the Opposite Party No. 2 to be credited in the Savings Bank Account No. 19008100039592 in between 1<sup>st</sup> to 7<sup>th</sup> of every month till the issue is not amicably settled or settled through the process of Court. The petitioner shall appear before the learned Court below on 15.11.2021 with a receipt showing that the amount has been credited.

Considering the facts and circumstances of the case in it's totality, the petitioner above-named, in the event of his arrest or surrender before the learned Court below within a period of ten weeks, be released on anticipatory bail on furnishing bail bonds of Rs. 10,000/- (Rupees Ten Thousand) each with two sureties of the like amount each to the satisfaction of learned S.D.J.M., Sherghati, Gaya in connection with Complaint Case No. 327 of 2019 subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

The learned Court below will be at liberty to cancel



the bail bonds of the petitioner in the event he defaults in crediting the said amount of maintenance in between 1<sup>st</sup> to 7<sup>th</sup> of any of the month till the dispute is not amicably resolved but for that the Opposite Party No. 2 will have to file a petition before the learned Court below stating that the amount has not been credited.

**(Satyavrat Verma, J)**

Rishi/-

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