

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.70565 of 2019
Arising out of
CRIMINAL MISCELLANEOUS No.3571 of 2015

Arising Out of PS. Case No.-8 Year-2014 Thana- MAHILA P.S. District- Sitamarhi

Shivendu Bhushan Jha @ Kanchan Jha, age-36 years (M), Son of Late Pitambar Jha, Resident of Village- Marpa, P.S.- Kanhauli, District- Sitamarhi. At present Resident of Kamla Garden, Sitamarhi, P.S. and District- Sitamarhi.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Pushpanjali Devi @ Pushpanjali Jha @ Guriya, D/o Sri Deo Chandra Jha, Resident of Village- Morsand, P.S.- Runnisaidpur, District- Sitamarhi.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Surendra Kishore Thakur, Advocate
For the State	:	Mr. Rajendra Nath Jha, APP
For the O.P. No. 2	:	Mr. Ashok Kumar Jha, Advocate

CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH
ORAL JUDGMENT

Date : 23-06-2021

The matter has been heard *via* video conferencing.

2. Heard Mr. Surendra Kishore Thakur, learned counsel for the petitioner; Mr. Rajendra Nath Jha, learned Additional Public Prosecutor (APP) for the State and Mr. Ashok Kumar Jha, learned counsel for the opposite party no. 2.

3. The present application has been filed seeking modification of order dated 03.05.2019 passed in Cr. Misc. No. 3571 of 2015 by which the petitioner was directed to pay Rs. 4,000/- per month interim maintenance.



4. Learned counsel for the petitioner had taken a stand that in the present case, the petitioner was paying Rs. 4,000/-, but because in an application filed by the opposite party no. 2 under Section 125 of the Code of Criminal Procedure, 1973, by order dated 10.07.2015, the Principal Judge, Family Court, Sitamarhi had awarded monthly maintenance of Rs. 4,000/- per month, resulting in confusion as to whether Rs. 4,000/- awarded by the Family Court was in addition to Rs. 4,000/- per month directed to be paid in terms of order dated 03.05.2019 in Cr. Misc. No.3571 of 2015.

5. The matter was adjourned on a number of occasions and finally on 07.04.2021, learned counsel for the petitioner had taken two weeks' time to make up-to-date payment as per the order dated 03.05.2019.

6. Today, learned counsel for the petitioner submitted that pursuant to the same, Rs. 1,50,000/- has been deposited in the account of the opposite party no. 2. The same is not denied by learned counsel for the opposite party no. 2.

7. Learned counsel for the petitioner submitted that because he is currently out of job and in view of the prevailing circumstances, with regard to the remaining outstanding amount which would come to about Rs. 1,00,000/-, three months' time be



granted and thereafter he submitted that it is undertaken by the petitioner that he shall ensure that the monthly payment of Rs. 4,000/- per month would be paid to the opposite party no. 2 by the 7th of the following month till the time the order of learned Principal Judge, Family Court, Sitamarhi remains in operation.

8. Learned counsel for the opposite party no. 2 takes a reasonable stand and submitted that in view of the circumstances prevailing, the Court may take a view in the matter. However, he prayed that the Court may direct the petitioner in strict terms so that he does not commit default in his undertaking given before the Court today.

9. Having considered the matter, the applications stands disposed off in the following agreed terms.

10. The order dated 03.05.2019 passed in Cr. Misc. No. 3571 of 2015 stands clarified to the extent that the payment of Rs. 4,000/- per month shall be made by the petitioner to the opposite party no. 2 pursuant to both the order dated 03.05.2019 as also the order dated 10.07.2015 passed by the Principal Judge, Family Court, Sitamarhi in Maintenance Case No. 161 of 2014, till the time the said order is subsisting. The petitioner, in terms of his undertaking, shall ensure that the arrears along with current amount, till September, 2021, shall be credited into the account of



the opposite party no. 2, latest by 7th October, 2021. Thereafter, the petitioner shall also ensure that payment for the subsequent months shall be credited into the account of the opposite party no. 2 latest by 7th of the following months.

11. It is made clear that the aforesaid clarification has been made in view of the undertaking given by the petitioner before the Court, as recorded above, and any violation of the same shall entail strict consequences for the petitioner.

(Ahsanuddin Amanullah, J)

Anjani/-

AFR/NAFR	
U	
T	

