

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.11301 of 2024

Arising Out of PS. Case No.-33 Year-2023 Thana- MAHILA PS District- Jehanabad

Md. Sharik @ Tuptup S/o Zeaul Haque @ Ziyaul Haque R/o Baignabad, P.S.
Bihar, Distt.- Nalanda

... .. Petitioner/s

Versus

1. The State of Bihar
2. Trannum Praveen d/o Md. Gulam Ashfaque R/o Pakahi, P.S. Tehta, Distt.-
Jehanabad

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. N.K. Agarwal, Advocate Mr. Amresh Kumar Sinha, Advocate
For the State/s	:	Mr. Kanhaiya Kishore, APP
For the Informant/s	:	Mr. Mritunjay Kumar, Advocate

CORAM: HONOURABLE MR. JUSTICE KHATIM REZA
ORAL ORDER

3 23-05-2024 Heard the parties.

2. The petitioner apprehends his arrest in connection with Jehanabad Mahila P.S. Case No. 33 of 2023 registered for the offence punishable under Sections 498(A), 494, 354(B), 341, 323, 504, 506 and 34 of the I.P.C.

3. Vide order of this Court dated 12.03.2024, the instant petition for anticipatory bail was referred to Patna High Court Mediation Centre in order to explore the feasibility of amicable reconciliation between the parties. Thereafter, the mediation proceeding took place and report dated 09.05.2024 of the said Mediation Proceeding bearing no. 419/2024 reveals the fact that even after best and sincere efforts the dispute between



the parties could not be resolved, hence the mediation failed. Since the mediation has failed, the matter has again come up before the Bench seeking anticipatory bail.

4. As per the prosecution case, the marriage of the informant was solemnized with the petitioner on 14.04.2011 according to Muslim customs and out of the said wedlock one daughter was born. It is further alleged that petitioner has performed second marriage with another girl which has exaggerated the situation. It is further alleged that on 01.07.2023 all the accused persons including the petitioner entered in her room and started assaulting her.

5. Learned counsel for the petitioner submits that the petitioner has not committed any offence in the manner as alleged and he has falsely been implicated in this case. He next submits that the informant voluntarily left her matrimonial home. He next submits the allegation of demand of dowry is totally false as the same has been levelled in order to harass the petitioner and his family.

6. However, without prejudice to the right and contention of the petitioner and in order to maintain harmony in the family, the petitioner undertakes to pay a sum of Rs. 20,000/- per month to the Opposite Party No. 2 as “living cost”.



7. Learned counsel for the Opposite Party No. 2 accepts the offer so made by learned counsel for the petitioner and submits that the petitioner may be directed to deposit the said amount of Rs. 20,000/- per month in the bank account of the Opposite Party No. 2 details of which shall be furnished by learned counsel for the Opposite Party No. 2 to learned counsel for the petitioner within one week from today.

8. After having heard learned counsel for the parties and taking into consideration the materials on record and the fact that the offer made by learned counsel for the petitioner has been accepted by learned counsel for the Opposite Party No. 2, as such, I am inclined to grant anticipatory bail to the petitioner.

9. Let the petitioner, above named, in the event of his arrest / surrender before the learned court below within a period of six weeks from today be released on anticipatory bail on furnishing bail bond of Rs. 10000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned court of S.D.J.M., Jehanabad in connection with Jehanabad Mahila P.S. Case No. 33 of 2023 subject to the condition as laid down under Section 438(2) of the Cr.P.C. as well as the following conditions:-

(i) That the petitioner shall deposit a sum of Rs.



20,000/- per month in the bank account of Opposite Party No. 2 positively in the 2nd week of every month starting from the month of June, 2024.

(ii) That in the event, the petitioner does not pay the monthly maintenance as agreed for two consecutive months, the OP No. 2 shall be at liberty to file an application before this court seeking cancellation of the anticipatory bail granted to the petitioner.

(Khatim Reza, J)

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