

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.25073 of 2024

Arising Out of PS. Case No.-3119 Year-2022 Thana- VAISALI COMPLAINT CASE District-
Vaishali

Pankaj Kumar Yaduvendu @ Pankaj Kumar Yaduvendra, son of Nawal Kishor Yadav Village- Chintamanpur Ps- Paru Dist- Muzaffarpur A/P- 10, Renuka Kunj Brudavan Nagar Hosahalli Road CISF Barrack-2, Yelahanka Country Club, Santhnur, Bangalore-562149.

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Sweta Kumari Village- Chintamanpur Ps- Paru Dist- Muzaffarpur A/P- Daulatpur Ps- Hajipur Sadar Dist-Vaishali

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr. Anuj Kumar
For the Opposite Party/s :	Mr. Mrityunjay Kumar Nirala
	Mr. Sumit Shekhar Pandey
	Mr. Abhishek Dwivedi

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 25-07-2024 1. Heard learned counsel for the petitioner, the
learned counsel appearing on behalf of the complainant and
learned APP for the State.

2. The petitioner seeks bail in anticipation of his arrest in a case registered for the offences punishable under Sections 323, 379, 406 and 498(A) of the Indian Penal Code and Sections 3 and 4 of the D. P. Act.

3. The learned counsel for the petitioner, at the outset, submits that the petitioner, being husband, has been falsely implicated in the instant case. It is also submitted that the



relationship in between the petitioner and the opposite party no.2 has deteriorated to an extent where it is not possible to revive the conjugal relationship, but then, with passage of time and on intervention of well-wishers, the parties may reconcile their dispute.

4. The learned counsel next based on instruction submits that petitioner is willing to pay a monthly maintenance of Rs.8,000/- (Eight thousand) to the opposite party no.2. It is also submitted that petitioner will take all the responsibilities of his daughter, who presently is staying with the opposite party no.2.

5. The learned counsel appearing on behalf of the opposite party no.2 also based on instruction submits that no useful purpose would be served by sending the petitioner to jail, since petitioner is willing to pay a monthly maintenance of Rs.8,000/-, but then, submits that opposite party no.2 has also filed a maintenance case, being Maintenance Case No.318 of 2022, which is pending adjudication in the Court of the learned Principal Judge, Family Court, Vaishali at Hajipur and despite best endeavour of the Court the petitioner is not appearing in the said maintenance case, on which the learned counsel appearing on behalf of the petitioner submits that petitioner was not aware



about the pendency of Maintenance Case No.318 of 2022, but now since it has come to his notice, he will inform the petitioner and he will definitely appear in the maintenance case on the next date fixed.

6. The the learned counsel appearing on behalf of the opposite party no.2, at this stage, submits that he will whatsapp the bank account number of the opposite party no.2 on the whatsapp of the learned counsel appearing on behalf of the petitioner and the learned counsel for the petitioner undertakes to communicate the same to the petitioner, so that the monthly maintenance as agreed commences from 01.08.2024.

7. Learned A.P.P. opposes the anticipatory bail application.

8. Considering the submissions made by the learned counsel for the petitioner, the petitioner, above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks, is directed to be released on bail on his furnishing bail-bonds in the sum of Rs. 10,000/- (Rupees Ten Thousand) with two sureties of the like amount each to the satisfaction of the learned Judicial Magistrate-1, Vaishali at Hajipur in connection with Complaint Case No.3119 of 2022, subject to the conditions laid down under Section 438(2) of the



Cr.P.C.

9. The application stands allowed.

10. However, it is made clear that the opposite party no.2 shall be at liberty to file an application seeking cancellation of anticipatory bail granted of the petitioner, in the event, if the petitioner does not pay the monthly maintenance as agreed for two consecutive months.

11. It is further made clear that the present maintenance will stop, once a Court of competent jurisdiction decides the maintenance case.

(Satyavrat Verma, J)

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