

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.43338 of 2023

Arising Out of PS. Case No.-530 Year-2018 Thana- VAISALI COMPLAINT CASE District-
Vaishali

=====

DILEEP KUMAR SINGH @ DILIP SINGH S/O SITA RAM SINGH R/O
VILLAGE - KERMA RAGHURAM, PS. KUDHANI, DIST.
MUZAFFARPUR

... .. Petitioner/s

Versus

1. THE STATE OF BIHAR
2. NILAM DEVI W/O DILEEP KUMAR SINGH @ DILIP SINGH R/O
VILLAGE - KERMA RAGHURAM, PS. KUDHANI, DIST.
MUZAFFARPUR AND D/O BINAY SINGH, AT PRESENT RESIDENT
OF VILLAGE AND POST - KANHAULI, PS. MAHUWA, DIST.
VAISHALI

... .. Opposite Party/s

=====

Appearance :

For the Petitioner/s	:	Ms. Rupa Kumari, Advocate
For the State	:	Mr. Shyam Bihari Singh, A.P.P.
For the O.P. No. 2	:	Mr. Vasant Vikas, Advocate

=====

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

6 04-03-2024 1. Heard learned counsel for the petitioner, learned
A.P.P. for the State and learned counsel for the opposite party
no. 2.

2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 323, 379,
498(A) and 307 of the Indian Penal Code as well as Sections 3
and 4 of the Dowry Prohibition Act.

3. The petitioner and the opposite party no. 2 in
compliance of the order dated 28.02.2024 are present along with
their respective learned counsel.

4. Learned counsel for the petitioner submits that



petitioner, being the husband, has been falsely implicated in the present case. It is further submitted that petitioner is willing to keep the opposite party no. 2 along with the children with full honour and dignity. It is next submitted that petitioner is a labourer and also has the responsibility of his aged mother who stays with him. It is also submitted that the opposite party no. 2 for reasons best known is not willing to accompany the petitioner.

5. Learned counsel appearing on behalf of the opposite party no. 2 submits that opposite party no. 2 is not willing to accompany the petitioner as she apprehends that when she will go with the petitioner again she will be ousted from her matrimonial home along with the children.

6. Learned counsel for the petitioner, at this stage, based on instruction submits that petitioner is willing to pay a monthly maintenance of Rs.4,000/- (four thousand) to the opposite party no. 2 on which the learned counsel for the opposite party no. 2 submits that he will Whatsapp the bank account number of the opposite party no. 2 on the Whatsapp number of the learned counsel for 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 18.03.2024. Learned counsel for the petitioner further submits that the opposite party no. 2 has also filed a maintenance case which is pending adjudication before a Court of competent jurisdiction.

7. The said submissions of the learned counsel for the petitioner is not disputed by the learned counsel appearing on behalf of the opposite party no. 2 based on instruction.

8. Learned A.P.P. for the State opposes the prayer for anticipatory bail of the petitioner.

9. Considering the submissions made by the learned counsel for the parties, the petitioner above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs.5,000/- (Rupees Five Thousand) with two sureties of the like amount each to the satisfaction of the learned court below where the case is pending/successor court in connection with Complaint Case No. 530 of 2018, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

10. However, it is made clear that the opposite party no. 2 shall be at liberty to file an application before this Court seeking cancellation of the anticipatory bail granted to the



petitioner in the event if the petitioner does not deposit the maintenance amount as agreed consecutively for two months. It is further made clear that the present maintenance amount shall be subject to the maintenance adjudicated by a Court of competent jurisdiction i.e. in the event if the maintenance is fixed by a Court of competent jurisdiction in that event the present maintenance shall stop.

(Satyavrat Verma, J)

Kundan/-

U		T	
---	--	---	--

