

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.53212 of 2024

Arising Out of PS. Case No.-132 Year-2015 Thana- RAJAOLI District- Nawada

Vivek Kumar Son of Late Brahmdeo Prasad Resident of Village - Laxmi Bigha, P.S.- Rajauli, District - Nawada.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Anita Kumari Wife of Vivek Kumar Resident of Village - Laxmi Bigha, P.S.- Rajauli, District - Nawada.

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Pramod Kumar Verma, Advocate
For the Opposite Party/s : Ms. Sangeeta Sharma, A.P.P.

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

- 5 01-10-2024 1. Heard learned counsel for the petitioner, learned A.P.P. for the State and learned counsel appearing on behalf of the informant/opposite party no. 2.
2. The petitioner apprehends his arrest in a case registered for the offences punishable under Sections 498A, 323, 307 and 379/34 of the Indian Penal Code as well as Sections 3 and 4 of the Dowry Prohibition Act.
3. The petitioner and the informant in compliance of the order dated 27.09.2024 are present in the Court.
4. Learned counsel appearing on behalf of the informant based on instruction submits that he is not opposing the prayer for anticipatory bail of the petitioner for the reason that petitioner is ready and willing to pay the monthly maintenance of Rs.5,000/- as directed by the learned Principal Judge, Family Court, Nawada in



Maintenance Case No. 85 of 2015 whereby, by an order dated 03.08.2022, the petitioner was directed to pay a monthly maintenance of Rs.5,000/- to the opposite party no. 2 and Rs.5,000/- to the child. Learned counsel further submits that the child presently is staying with the petitioner but then submits that the petitioner till date has not paid a single penny in compliance of the order dated 03.08.2022 in Maintenance Case No. 85 of 2015, but then petitioner has assured the opposite party no. 2 that on the date of surrender, he will pay an amount of Rs.20,000/- and rest Rs.1,10,000/- shall be paid within a period of six months from today. Learned counsel next submits that no useful purpose would be served by sending the petitioner to jail since petitioner is willing to pay the maintenance as directed by the learned Family Court.

5. Learned counsel appearing on behalf of the petitioner also concurs with the submissions made by the learned counsel appearing on behalf of the opposite party no. 2. It is submitted that the child presently is staying with the petitioner and he is taking care of the child and the child is studying in a school, namely, DAV, Kodarma. Learned counsel for the petitioner, thus, submits that the arrear of maintenance would be cleared within a period of six months but then monthly maintenance will continue.

6. Learned counsel appearing on behalf of the opposite party no. 2, at this stage, submits that he will furnish the bank account number of the opposite party no. 2 on the WhatsApp number



of the learned counsel appearing on behalf of the petitioner and the learned counsel appearing on behalf of the petitioner undertakes to communicate the same to the petitioner so that the amount as agreed is credited in the account of the opposite party no. 2.

7. Learned A.P.P. for the State is present.

8. Considering the submissions made by the learned counsel for the petitioner, let 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 **provisional anticipatory bail for a period of seven months from today** 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 Rajauli P.S. Case No. 132 of 2015, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

9. It is made clear that the learned trial court before accepting the provisional anticipatory bail bonds of the petitioner shall verify whether an amount of Rs.20,000/- has been credited in the account of the opposite party no. 2 or not on or before the date of surrender. If it is found that the amount has not been credited in the account of the opposite party no. 2, the provisional anticipatory bail bonds of the petitioner shall not be accepted but if the amount has been credited, the provisional bail bonds of the petitioner shall be accepted forthwith.



10. It is made clear that if the petitioner is not able to pay the rest of the arrear amount of Rs.1,10,000/- within a period of six months from today i.e. on or before 01.04.2025 in that event the provisional anticipatory bail bonds shall not be confirmed but if the amount is paid in that event the anticipatory bail bonds of the petitioner shall be confirmed on the same terms and conditions.

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

(Satyavrat Verma, J)

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