

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.63075 of 2024

Arising Out of PS. Case No.-809 Year-2021 Thana- COMPLAINT CASE District- Araria

Md Ikrar @ Ikrar @ Mohammad Ikrar Son of Rajabul Resident of Mohalla -
Ward No. 09, Miyan Tola Sonapur, Police Station - Bathnaha, District- Araria

... .. Petitioner/s

Versus

1. The State of Bihar
2. Bibi Najreen Praveen Wife of Mohammad Ikrar Resident of Mohalla - Ward
No.12 Rampur South, P.S. - Forbesganj, District - Araria

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Rabindra Kumar Priyadarshi
For the Opposite Party/s : Mr.Nagendra Prasad

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

2 12-09-2024 Heard learned counsel for the petitioner, learned APP
for the State and learned counsel appearing on behalf of
Opposite Party No.2.

2. The petitioner seeks bail in anticipation of his arrest
in a case registered for the offences punishable under Sections
498(A), 341, 342, 323, 313, 504, 506 of the Indian Penal Code
and Section ³/₄ of Dowry Prohibition Act.

3. The learned counsel for the petitioner submits that
the petitioner being the husband has been falsely implicated in
the instant case by the Opposite Party No.2 and it is also
submitted that 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 in the present. It is also submitted that Opposite Party No.2 had instituted Maintenance Case No. 160 of 2021, in the Court of learned Principal Judge, Family Court, Araria. Further, the petitioner had also appeared in the said case. It is next submitted that the maintenance case was decided by an order dated 25.07.2024 whereby the petitioner was directed to pay a monthly maintenance of Rs. 6,000/- to the Opposite Party No.2 with effect from 15.06.2021. It is next submitted that in terms of the order of the Maintenance Court, the petitioner till date has to pay an amount of Rs. 2,44,000/- by way of maintenance. It is also submitted that petitioner will comply the order of the learned Principal Judge Family Court, Araria but then prays that some time be given.

4. The learned counsel based on instruction submits that petitioner on the date or before the date of surrender shall pay an amount of Rs. 1,30,000/- to the Opposite Party No.2 and rest of Rs. 1,14,000/- shall be paid within a period of 4 months from the date of surrender. It is next also submitted that the monthly maintenance as directed shall be paid on monthly basis. It is next submitted that the monthly maintenance as directed shall be paid continuously.



5. Learned counsel appearing on behalf of the Opposite Party No.2 submits that no useful purpose would be served by sending the petitioner to jail when petitioner is willing to pay the monthly maintenance, as directed by the learned Family Court along with the arrears of maintenance. It is also submitted that the Bank account number of the Opposite Party No.2 shall be whatsapped on the whatsapp number on the learned counsel appearing on behalf of the petitioner. The learned counsel appearing on behalf of the petitioner undertakes to communicate the bank account number of the Opposite Party No.2 to the petitioner so that the monthly maintenance of Rs. 6,000/- commences from 30.09.2024.

6. 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 withing 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 C.J.M., Araria in connection with C.A. Case No. 809 of 2021, subject to the conditions laid down under Section 438(2) of the Cr.P.C.

7. However, the learned trial Court before accepting



the anticipatory bail-bond of the petitioner shall verify that as to whether the petitioner on or before the date of his surrender had paid an amount of Rs.1,30,000/- to the Opposite Party No.2 or not and in the event if it is found that the amount of Rs.1,30,000/- has not been paid to the Opposite Party No.2 on or before the date of surrender, the present anticipatory bail order shall not be given effect, but if the amount has been paid, the anticipatory bail-bond shall be accepted forthwith.

8. The Opposite Party No.2 shall be at liberty to file an application seeking cancellation of the anticipatory bail granted to the petitioner in the event if the amount of Rs.1,14,000/- is not paid within a period of four months from the date of surrender and also if the petitioner does not pay the amount of maintenance of Rs.6000/- consecutively for two months

9. The applications stands allowed.

(Satyavrat Verma, J)

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