

**IN THE HIGH COURT OF JUDICATURE AT PATNA  
CRIMINAL MISCELLANEOUS No.67661 of 2023**

Arising Out of PS. Case No.-922 Year-2022 Thana- SAHARSA COMPLAINT CASE  
District- Saharsa

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SHRAVAN @ SHARWAN @ SHARWAN SAH Son of Dukhi Sah R/o vill -  
Telwa, P.S. - Mahishi, (Jalai O.P), Dist. - Saharsa

... .. Petitioner/s

Versus

1. The State of Bihar
2. Madhu Kumari W/o Shravan @ Sharwan @ Sharwan Sah, d/o Ram Bahadur Sah R/o vill - Telwa, P.S. - Mahishi, (Jalai O.P), Distt. - Saharsa. At present Madhu Kumari, D/o Ram Bahadur Sah R/o vill - Baluaha, P.S. - Mahishi, Dist.- Saharsa

... .. Opposite Party/s

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**Appearance :**

For the Petitioner/s : Mr. Pramod Mishra, Advocate

For the Opposite Party/s : Ms. Indu Kumari Srivastava, A.P.P.

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**CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA**

ORAL ORDER

4      08-05-2024                      1. Heard learned counsel for the petitioner, learned A.P.P. for the State and learned counsel appearing on behalf of the opposite party no. 2.

2. The petitioner apprehends his arrest in a case registered for the offences punishable under Sections 323, 341, 232, 379, 498(A) and 406 of the Indian Penal Code as well as Sections 3 and 4 of the Dowry Prohibition Act.

3. Learned counsel for the parties jointly submitted that the matter was referred for mediation but then the mediation failed.

4. Learned counsel for the petitioner submits that the relation 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 but then with passage of time the parties may reconcile. It is further submitted that no useful purpose would be served by sending the petitioner to jail as the same may impact future reconciliation. It is next submitted that the learned Principal Judge, Family Court, Saharsa by way of interim maintenance has directed the petitioner to pay a monthly maintenance of Rs.3,000/- w.e.f. 12.04.2023, the petitioner is ready to pay the arrear as well as the current monthly maintenance amount.

5. Learned counsel appearing on behalf of the opposite party no. 2 submits that since the petitioner is willing to pay the arrear as well as the current monthly maintenance amount as such the opposite party no. 2 is not opposing the anticipatory bail application of the petitioner but then the arrear should be paid within a time frame on which learned counsel for the petitioner submits that the same would be paid within a period of four months from today and the monthly maintenance shall commence from 01.06.2024.

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



within a period of six weeks from today, be released on **provisional 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. 922C of 2022, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

7. However, the learned trial court before accepting the provisional bail bonds of the petitioner shall verify from the petitioner as to whether he has paid the monthly maintenance as agreed on or before 01.06.2024 or not and if the petitioner is not able to satisfy the learned trial court that current monthly maintenance amount has been paid on or before 01.06.2024 in that event the present provisional anticipatory bail order shall not be given effect to but if the petitioner satisfy the learned trial court that the monthly maintenance amount has been paid on or before 01.06.2024 in that event his provisional bail bonds shall be accepted. It is further made clear that if the petitioner does not pay the arrear of maintenance on or before 27.09.2024 in that event the learned trial court shall forthwith cancel the provisional bail bonds of the petitioner and shall take all coercive steps to ensure that petitioner is behind bar.



8. The opposite party no. 2 shall be at liberty to file an application seeking cancellation of the provisional anticipatory bail granted to the petitioner if the petitioner does not pay the monthly maintenance amount as agreed for two consecutive months.

9. At this stage, learned counsel appearing on behalf of 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 appearing on behalf of the petitioner and the learned counsel appearing on behalf of the petitioner submits that he will communicate the same to the petitioner so that monthly maintenance as agreed commences from 01.06.2024.

**(Satyavrat Verma, J)**

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