

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.72391 of 2023

Arising Out of PS. Case No.-602 Year-2022 Thana- MADHEPURA COMPALINT CASE
District- Madhepura

MD. TANBIR ALAM S/O MD. AFTAB ALAM VILLAGE- ARRAHA,
WARD NO. 3, PS. SOUR BAZAR, DIST. SAHARSA

... .. Petitioner/s

Versus

1. The State of Bihar
2. GAJALA KHATOON W/O MD. TANBIR ALAM VILLAGE- ARRAHA,
WARD NO. 3, PS. SOUR BAZAR, DIST. SAHARSA, AT PRESENT
RESIDING AT JHITAKIYA TOLA MAHUA, PS. GHAILADH, DIST.
MADHEPURA

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Sharda Nand Mishra, Adv.

For the Opposite Party/s : Mrs.Asha Devi, APP

CORAM: HONOURABLE MR. JUSTICE KHATIM REZA

ORAL ORDER

3 29-02-2024

1. Heard the parties.

2. *Vide* order of this Court dated 09.11.2023, the instant petition for anticipatory bail was referred to Patna High Court Mediation Centre in order to explore the feasibility of amicable reconciliation between the parties. Thereafter, the mediation proceeding took place and report dated 05.01.2024 of the said Mediation Proceeding bearing no. 1079/2023 reveals the fact that even after best and sincere efforts the dispute between the parties could not be resolved, hence the mediation failed. Since the mediation has failed, the matter has again come up before the Bench seeking anticipatory bail.

3. The petitioner apprehends his arrest in connection



with Complaint Case No. 602 of 2022 registered for the offence punishable under Sections 323, 341,498(A)/34 of the I.P.C. and Section 3/4 of the Dowry Prohibition Act.

4. As per the prosecution case, the marriage of the complainant was solemnized with the petitioner on 12.09.2019 according to Muslim customs and out of the said wedlock one son was born on 04.04.2022. It is alleged that the husband (i.e. petitioner), *Dever* and the in-laws of the complainant demanded Rs. 2 Lakhs and an LED TV and due to non fulfillment of the demand subjected her to cruelty. It is further alleged that even after best possible efforts the petitioner did not get ready to keep his wife along with him.

5. Learned counsel for the petitioner submits that the petitioner has not committed any offence in the manner alleged and he has falsely been implicated in this case. He next submits that the complainant voluntarily left her matrimonial home. He next submits the allegation of demand of dowry is totally false as the same has been levelled in order to harass the petitioner and his family.

6. However, without prejudice to the right and contention of the petitioner and in order to maintain harmony in the family, the petitioner undertakes to pay a sum of Rs. 6000/-



per month to the Opposite Party No. 2 as “living cost”.

7. Learned counsel for the complainant/Opposite Party No. 2 accepts the offer so made by learned counsel for the petitioner and submits that the petitioner may be directed to deposit the said amount of Rs. 6000/- per month in the bank account of the complainant/ Opposite Party No. 2 details of which shall be furnished by learned counsel for the Opposite Party No. 2 to learned counsel for the petitioner within two weeks from today.

8. After having heard learned counsel for the parties and taking into consideration the materials on record and the fact that the offer made by learned counsel for the petitioner has been accepted by learned counsel for the Opposite Party No. 2, as such, I am inclined to grant anticipatory bail to the petitioner.

9. Let the petitioner, above named, in the event of his arrest / surrender before the learned court below within a period of six weeks from today be released on anticipatory bail on furnishing bail bond of Rs. 10000/- (ten thousand) with two sureties of the like amount each to the satisfaction of learned S.D.J.M., Madhepura in connection with Complaint Case No. 602 of 2022 subject to the condition as laid down under Section 438(2) of the Cr.P.C. as well as the following conditions:-



(i) That the petitioner shall deposit a sum of Rs. 6000/- per month in the bank account of Opposite Party No. 2 positively in the 2nd week of every month starting from the month of March, 2024.

(ii) That in the event, the petitioner does not pay the monthly maintenance as agreed for two consecutive months, the OP No. 2 shall be at liberty to file an application before this court seeking cancellation of the anticipatory bail granted to the petitioner.

(Khatim Reza, J)

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