

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.2728 of 2023

Arising Out of PS. Case No.-1102 Year-2018 Thana- NAWADAH COMPLAINT CASE
District- Nawada

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AMARKANT BHARTI @ DHIRAJ KUMAR S/o Naresh Singh R/v-
Ghonghsha, P.S.- Halsi, District- Jamui

... .. Petitioner/s

Versus

THE STATE OF BIHAR Bihar

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr.Mayank Raj
For the Opposite Party/s : Mr.Jitendra Kumar Singh

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

10 07-08-2024 Heard learned counsel for the petitioner, opposite
party no. 2 and learned APP appearing on behalf of the State.

2. The petitioner apprehends his arrest in connection
with Complaint Case No. 1102 of 2018 for the offence
registered under Sections 498(A) of the Indian Penal Code and
Section 4 of the Dowry Prohibition Act.

3. Learned counsel appearing on behalf of the
opposite party no. 2, at the outset, submits that on account of
matrimonial dispute, the opposite party no. 2 along with her
daughter were ousted from the matrimonial home by the
petitioner in the year, 2014. It is also submitted that since 2014,
opposite party no. 2 along with her daughter are staying at
parental home of the opposite party no. 2. It is further submitted



that when the petitioner started ignoring, the opposite party no. 2 and her daughter, as such, they started facing financial crunch on account of which opposite party no. 2 instituted a Miscellaneous Case No. 02 of 2016 in the court of learned Principal Judge, Family Court, Nawada. It is further submitted that the learned Principal Judge, Family Court, Nawada by order dated 13.12.2019 directed the petitioner to pay a monthly maintenance of Rs. 6,000/- w.e.f. 20.02.2019, the said maintenance order is by way of interim maintenance, the maintenance case is yet to be adjudicated.

4. At this stage, the learned counsel appearing on behalf of the petitioner submits that the petitioner is willing to keep the opposite party no. 2 and her daughter with full dignity and owner on which the learned counsel appearing on behalf of the opposite party no. 2 submits that if the petitioner had any intention of reviving his conjugal relationship then definitely he would not have waited till 2024.

5. Learned counsel appearing on behalf of the petitioner next submits that in terms of the order dated 13.12.2019 in Misc. Case No. 2 of 2016, the petitioner has to pay an amount of Rs. 3,90,000/- out of which, he has already paid an amount of Rs. 2,07,000/- as such, the petitioner now



has to pay an amount of Rs. 1,83,000/-.

6. It is further submitted that the petitioner is an LIC agent and on account of financial issue, he was not able to make the entire payment but then submit that the arrears of Rs. 1,83,000/- shall also be paid and the interim maintenance as directed will continue regularly month wise.

7. It is next submitted that the petitioner, on or before the date of surrender, will pay an amount of Rs. 1,00,000/- to the opposite party no. 2 and rest Rs. 83,000/- shall be paid within a period of one month from the date of surrender.

8. At this stage, learned counsel appearing on behalf of the opposite party no. 2 submits that daughter of the petitioner has been admitted in B.Tech Computer Engineering as a regular student for the session 2022-23 at R.K. University and the University vide its letter dated 22.07.2024 has issued a demand letter requesting the parents to deposit an amount of Rs. 1,16,500/- towards the fee for third year.

9. Learned counsel for the petitioner submits that the said letter dated 22.07.2024 issued by the University was also sent to him by the opposite party no. 2 but then the same does not record that what is the last date for making the payment but then submit that the petitioner owes his responsibility towards



his daughter and he will bear the expenses of her study which she is pursuing.

10. Considering the submissions made by the learned counsel appearing on behalf of the petitioner, let the petitioner, let the petitioner, in the event of arrest or surrender within a period of four weeks from the date of receipt of the order, shall be released on anticipatory bail on furnishing bail of Rs. 10,000/- (ten thousand) each with two sureties of the like amount each to the satisfaction of the learned A.C.J.M., Nawada in connection with Nawada Complaint Case No. 1102 of 2018, subject to condition as laid down under Section 438(2) of the Cr.P.C.

11. However, the learned Trial Court before accepting the bail bond of the petitioner shall verify that as to whether petitioner on or before the date of surrender has paid an amount of Rs. 1,00,000/- to the opposite party no. 2 or not and in the event if the amount has been paid, the anticipatory bail bond of the petitioner shall not be accepted.

12. It is further made clear that in the event if the opposite party no. 2 files an application before the Trial Court bringing to its notice that petitioner despite giving assurance to this Court has not paid rest of the amount Rs. 83,000/- within



one month from the date of his surrender, in that event, the trial Court shall be at liberty to cancel the bail bond of the petitioner after giving an opportunity of hearing to the petitioner.

13. It is also made clear that the opposite party no. 2 shall be at liberty to file an application seeking cancellation of anticipatory bail granted to the petitioner before this Court, in the event if the petitioner does not pay the amount of interim maintenance, as agreed, for two consecutive months.

14. At this stage, learned counsel for the petitioner fairly submits that the petitioner will bear the entire cost of the study of his daughter.

15. The Court expects that the said undertaking shall not be breached as it will also warrant cancellation of his anticipatory bail bond.

(Satyavrat Verma, J)

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