

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.73162 of 2023

Arising Out of PS. Case No.-270 Year-2023 Thana- WEST CHAMPARAN COMPLAINT
District- West Champaran

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Shahjad Alam S/O Islam Miya R/O- Tula Ram Ghat, Ward No. 3, Ps.
Chanpatiya, Dist. West Champaran

... .. Petitioner/s

Versus

1. The State of Bihar
2. Baby Praveen @ Baby Khatoon W/O Shahjad Alam, D/O Abdul Kalim R/O
Tula Ram Ghat, Ward No. 3, Ps. Chanpatiya, Dist. West Champaran.
Present. Address- R/O Village- Pipra, Wared No. 8, P.O. Belsandi, Ps.
Gaunaha, Distt. West Champaran

... .. Opposite Party/s

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Appearance :

For the Petitioner/s :	Mr. Bimlesh Kumar Pandey, Advocate
For the Opposite Party/s :	Mr. Parmanand Kumar, APP
	Mr. Akhileshwar Kumar Shrivastva, Advocate

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA

ORAL ORDER

- 5 22-04-2024 1. Heard learned counsel for the petitioner, learned
APP for the State along with learned counsel appearing on
behalf of the O.P. No.2
2. The petitioner seeks bail in anticipation of his
arrest in a case registered for the offences punishable under
Sections 498A of the IPC and under Section 4 of the D.P. Act.
3. The learned counsel for the parties jointly



submitted that the case was referred for mediation, but then the mediation failed.

4. The learned counsel for the petitioner submits that the relationship in between the petitioner and the O.P. No.2 has shard to an extent where it is not possible now to revive the conjugal relationship in the present, but may be with passage of time the relationship may improve. It is further submitted that petitioner had also filed a case seeking restitution of his conjugal rites, but then the O.P. No.2 is not willing to accompany him on the ground that petitioner has performed his second marriage, when it is asserted an submitted that petitioner has not performed his second marriage. It is also submitted that petitioner in order establish his bonafide is willing to pay a monthly maintenance of Rs.4000/-to the O.P. No.2, which shall commence from 01.05.2024. It is further submitted that the present maintenance shall be subject to maintenance being fixed by a court of competent jurisdiction. It is also submitted that no useful purpose would be served by sending the petitioner to jail as chances of future reconciliation will also become bleak.

5. The learned counsel appearing on behalf of the O.P. No.2 also concurs with the submission of the learned counsel appearing on behalf of the petitioner that no useful purpose



would be served by sending the petitioner to jail, as petitioner is willing to pay a monthly maintenance of Rs.4000/-. It is next submitted that the bank account number of the O.P. No.2 shall be forwarded 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 monthly maintenance as agreed commences from 01.05.2024.

6. APP opposes the anticipatory bail application.

7. Considering the submissions made by the learned counsel for the parties, the petitioner above-named, in the event of his arrest or surrender before the learned Court below within 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 S.D.J.M., Bettiah, West Champaran in connection with Complaint Case No.270 of 2023, subject to the conditions laid down under Section 438(2) of the Cr.P.C.

8. However, it is made clear that O.P. No.2 shall be at liberty to file an application seeking cancellation of the anticipatory bail granted to the petitioner before this Court, in the event if the petitioner does not deposit the monthly



maintenance as agreed for two consecutive months.

9. It is made clear that the present maintenance shall be subject to the maintenance fixed by a court of competent jurisdiction.

10. The application stands allowed.

(Satyavrat Verma, J)

Prakash Narayan

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