

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.80122 of 2023

Arising Out of PS. Case No.-1640 Year-2022 Thana- WEST CHAMPARAN COMPLAINT
District- West Champaran

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Mohammad Shahwaj Ali @ Md Shahbaj Ali S/O Md. Tahir Ali Village-
Maharaji Pokhara, Purab Ghat, Ps. Muzaffarpur, Dist. Muzaffarpur

... .. Petitioner/s

Versus

1. The State of Bihar
2. Aashiya Praveen W/O Mohammad Shahwaj Ali @ Md. Shahbaj Ali, D/O
Md. Safiullah Village- Baswariya, Ps. Imali Chowk, Ward No. 28, Ps.
Bettiah Town, Dist. West Champaran

... .. Opposite Party/s

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Appearance :

For the Petitioner/s :	Mr. Sanjeev Kumar, Advocate
For the Opposite Party/s :	Mr. Kanhiya Kishor, APP
	Mr. Bimlesh Kumar Pandey, Advocate

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

- 6 29-04-2024 1. Heard learned counsel for the petitioner, learned
APP for the State along with learned counsel for the O.P. No.2.
2. The petitioner seeks bail in anticipation of his
arrest in a case registered for the offences punishable under
Section 498A of the Indian Penal Code and 4 of the D.P. Act.
3. The petitioner and the O.P. No.2 in compliance of
the order dated 16.04.2024 are present in the Court along with
their respective learned counsels.
4. The learned counsel for the petitioner submits that
the relationship in between the petitioner and the O.P. No.2 has
soured to an extent where it is not possible to revive the



conjugal relationship in the present, but then submits that with passage of time the parties may reconcile, but if petitioner is send to judicial custody the chances of future reconciliation will also become very bleak.

5. The learned counsel further very fairly submits that O.P. No.2 had moved the court of learned Principal Judge, Family Court, Bettiah, West Champaran by filing Maintenance Case No.192 of 2022 and the same was allowed by an order dated 28.04.2023 and the petitioner was directed to pay a monthly maintenance of Rs.7000/- with effect from 25.07.2022. It is next submitted that the order was exparte and the petitioner was not aware that any such order directing him to pay maintenance was passed. It is also submitted that since now petitioner has come to know about the maintenance order he will comply with the same subject to the result of appeal which the petitioner contemplates to file.

6. The learned counsel appearing on behalf of the O.P. No.2 also fairly submits that since the petitioner for the present is willing to pay the maintenance amount as such on instruction he is not opposing the anticipatory bail application of the petitioner. It is further submitted that the bank account of the O.P. No.2 shall be whatsapp 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 starts from 01.05.2024.

7. The learned counsel for the O.P. No.2 further submits that no doubt petitioner has taken a plea that he intends to file an appeal against the exparte order of maintenance, but then by the time appeal will be filed and the same will be taken up much time would have elapsed and the O.P. No.2 would not be in a position to get the benefit of the order of maintenance, on which the petitioner who is present in person submits that he will pay the arrears also within a period of 18 months from today, but assures that the monthly maintenance of Rs.7000/- shall commence from 01.05.2024.

8. At this stage, the O.P. No.2 who is present very fairly submits that she has filed a D.V. case also against the petitioner, but in that case she will not press the issue of maintenance against the petitioner.

9. The learned APP opposes the anticipatory bail application.

10. 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, is directed to be released on bail on his furnishing bail-bonds in the sum of Rs.5000/- (Rupees Five 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.1640 of 2022, subject to the conditions laid down under Section 438(2) of the Cr.P.C.

11. 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 in the event if petitioner does not pay the amount of monthly maintenance of Rs.7000/- in terms of the agreement as recorded herein above, for two consecutive months and in the event, if the petitioner does not pay the arrears within a period of 18 months from today.

12. The application stands allowed.

(Satyavrat Verma, J)

Prakash Narayan

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