

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.86284 of 2023

Arising Out of PS. Case No.-63 Year-2023 Thana- NAUTAN District- West Champaran

Firoj Miyan @Firoj Alam Son Of Ekbal Miyan Resident Of Village- Mahua
Madarsa, Ps- Jagdishpur, Distt- West Champaran

... .. Petitioner/s

Versus

1. The State of Bihar
2. Anjum Khatoon Wife Of Firoz Alam Resident Of Village- Shekh Dhurwa,
Ps- Manuapul, Distt- West Champaran

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr. Sarvesh Kashyap, Adv

For the Opposite Party/s : Mr. Pronoti Singh, APP

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 23-04-2024 Heard learned counsel for the petitioner and learned
APP for the State along with opposite party no. 2.

2. The petitioner seeks bail in anticipation of his arrest
in a case registered for the offences punishable under Sections
323, 341, and 498 A of the Indian Penal Code.

3. Learned counsel for the opposite party no. 2
submits that the petitioner got benefit of Section 41A of the
Cr.P.C, and thus was not arrested and the petitioner had
furnished a personal bond. It is further submitted that the police
after investigation, submitted charge sheet based on which
cognizance was taken. It is next submitted that petitioner is not
willing to restitute his conjugal life nor is willing to take back



the informant in her matrimonial home. It is next submitted that since the petitioner got the privilege of Section 41A of the Cr.P.C and charge sheet came to be submitted as such, the petitioner should go and surrender and seeks regular bail.

4. The learned counsel for the petitioner does not dispute the submission made by the learned counsel appearing on behalf of the O.P.No.2 but, then submits that since petitioner got the benefit of Section 41 A of the Cr.P.C, that in itself does not disentitle the petitioner from being considered for anticipatory bail. On query of the Court as to whether, petitioner intend to revive his conjugal relationship or not. The learned counsel appearing on behalf of the petitioner does not intend to revive his conjugal relationship nor is willing to keep OP No. 2 with him but, then fairly submits that with passage of time and on intervention of the well wishers, the parties may reconcile as such, no useful purpose would be served by sending the petitioner to jail as petitioner is willing to pay a monthly maintenance of Rs. 5,000/- to OP No. 2 for her maintenance which shall commence from 01.05.2024.

5. The learned counsel appearing on behalf of the OP No. 2 also fairly submits that since the petitioner is willing to pay a monthly maintenance of Rs. 5,000/- to OP No. 2 as



such, he is not opposing the anticipatory bail application of the petitioner. It is further submitted that Bank Account No. of OP.No. 2 shall be forwarded on the whatsapp number of the learned counsel appearing on behalf of the petitioner and the learned counsel for the petitioner undertakes to communicate the same to the OP No. 2, so that the monthly maintenance as agreed commences from 01.05.2024.

6. Considering the submissions made by the learned counsel for the petitioner that the fact that OP. No. 2 chooses not to appear and context and as such the petitioner, 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, 5,000/- (Rupees Five Thousand) with two sureties of the like amount each to the satisfaction of learned Chief Judicial Magistrate, Bettiah, West Champaran in connection with Nautan Jagdishpur (O.P) P.S.Case No.63 of 2023, subject to the conditions laid down under section 438(2) of the Cr. P.C.

7. However, the OP No. 2 shall be at the liberty to file an application seeking cancellation of anticipatory bail granted to the petitioner, provided the if the petitioner does not pay the monthly maintenance as agreed Rs. x5,000/- for two



consecutive dates.

8. It is made clear that the present maintenance amount will stop. The moment of court of competent jurisdiction decide the issue of maintenance.

(Satyavrat Verma, J)

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