

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL REVISION No.432 of 2025

Arising Out of PS. Case No.- Year-0 Thana- District- Nalanda

Shankar Prasad S/o- Ganauri Mahto Resident of Mohalla-Sringarhat, P.s and
P.O- Sohsarai, District-Nalanda

... .. Petitioner/s

Versus

1. The State of Bihar
2. Usha Devi W/o- Shankar Prasad Resident of Mohalla-Sringarhat, P.s-
Sohsarai, District-Nalanda

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Arun Kumar No. 1, Advocate
For the Respondent/s : Mrs. Sharda Kumari, APP

CORAM: HONOURABLE MR. JUSTICE BIBEK CHAUDHURI

ORAL ORDER

3 22-07-2025 This is an application under Section 438 read with

Section 442 of the B.N.S.S., challenging legality, validity and
propriety of the order passed in Maintenance Case No. 66 of
2021 by the learned Principal Judge, Family Court, Biharsharif,
Nalanda, directing the petitioner to pay interim maintenance @
Rs. 4,000/- per month till the disposal of the Criminal Revision.

2. The learned Advocate on behalf of the petitioner
submits, at the outset, that on a complaint submitted by the
opposite party no. 2, Mahila P.S. Case No. 11 of 2022 under
Sections 498A/379/406/323/504/506/120B/494/149 of the I.P.C.
was registered against the petitioner and other matrimonial
relations of the opposite party no. 2.

3. The petitioner approached this Court in Cr. Misc.
No. 50 of 2023 praying for bail. The said Cr. Misc. No. 50 of
2023 was disposed of *vide* order dated 04.02.2023, directing the



petitioner to pay a sum of Rs. 3,000/- per month to the informant of the complainant in the second week of every month. The Co-ordinate Bench of this Court also held “ it goes without saying that the aforesaid payment shall be subject to any order being passed in matrimonial maintenance case or any other collateral proceedings.”

4. It is contended on behalf of the petitioner that while granting interim maintenance @ Rs. 4,000/- per month in favor of the Opposite Party No. 2, the trial court did not consider the order passed in Cr. Misc. No. 50 of 2023 and no adjustment was made in respect of interim maintenance allowance, which was granted in favor of the opposite party.

5. It is submitted by the learned Advocate for the Opposite Party, on the other hand, that the petitioner has other sources of income which he suppressed in his affidavits of assets or liabilities.

6. When asked, the learned Advocate for the Opposite Party No. 2 submits that the Opposite Party has not filed any affidavit of assets and liabilities in the trial court. Without filing of any affidavit of assets and liabilities in the trial court annexing the documents with regard to the income of the petitioner as alleged by the opposite party, the trial court is not



in a position to consider such documents.

7. However, this Court concurs with the submissions made by the learned Advocate for the petitioner that the trial court did not adjust the said sum of Rs. 3,000/-, which was granted as a condition for bail by a Co-ordinate Bench in Cr. Misc. No. 50 of 2023.

8. In view of such circumstances stated above, the petitioner is directed to go on paying Rs. 4,000/- per month towards interim maintenance to the Opposite Party No. 2. While interim maintenance has been granted by the trial court, the petitioner need not pay a sum of Rs. 3,000 per month as conditions for bail and the said amount is adjusted against the interim maintenance.

9. It is made clear that the petitioner is directed to comply only the order passed by the learned Principal Judge, Family Court, Biharsharif, Nalanda dated 01.03.2025 paying Rs. 4,000/- within date of each succeeding month.

10. The instant Criminal Revision is, accordingly, disposed of with the above clarification.

(Bibek Chaudhuri, J)

Sudhanshu/-

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