

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.42705 of 2024

Arising Out of PS. Case No.-6 Year-2019 Thana- DARBHANGA COMPLAINT CASE
District- Darbhanga

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Dilip Kumar Jha S/O Mohan Jha R/O Village Hasopur, P.S. Jamalpur, Distt-Darbhangha, Presently residing at House no 220, Gali no.18, Sector Raksha Enclave Gandhi Chowk, Near Mohan Garden, Uttam Nagar, P.S. Ramdola, New Delhi-11059

... .. Petitioner/s

Versus

1. The State of Bihar
2. Jhun Jhun Devi @ Jhun Jhun Kumari W/O Dilip Kumar Jha R/O Village Hasopur, P.S. Jamalpur, Distt-Darbhangha, presently residing D/O Manikant Chaudhary, R/O Village Sahasram, P.S. Biraul, Distt-Darbhangha

... .. Opposite Party/s

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Appearance :

For the Petitioner	:	Mr.Pankaj Kumar Jha, Adv.
For the State	:	Mr.Rabindra Kumar, APP
For O.P.2	:	Ms.Manju Sharma, Adv.

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR SINGH
ORAL ORDER

6 07-01-2025 Heard learned counsel for the petitioner, learned A.P.P. for the State and learned counsel for the complainant / opposite party no. 2.

2. The petitioner, who is husband of opposite party no. 2, apprehends his arrest in a complaint case punishable for the offence under Section 498(A) of the Indian Penal Code.

3. The complaint case, in brief, is that marriage of complainant was solemnized with this petitioner in the year 2015 and soon after the marriage, all the accused persons including petitioner demanded cash of Rs. 2,00,000/-, as dowry,



and on non-fulfillment of the same, they abused and assaulted her and finally, ousted the complainant from her matrimonial house.

4. While denying the allegations made in the complaint petition, learned counsel for the petitioner submits that petitioner has been falsely implicated in this case merely because he happens to be husband of opposite party no. 2. He never demanded any dowry or committed torture with opposite party no. 2.

5. Earlier, to explore the possibility of settlement between the parties, vide order dated 21.09.2024, the matter was referred to Mediation & Conciliation Centre of Patna High Court, but the dispute between the parties could not be resolved through the process of mediation and as such, mediation failed (Report kept at flag 'M').

6. On the point of maintenance, the petitioner offers and undertakes that he is ready to give maintenance amount of Rs. 3,000/- per month, starting from this month, to opposite party no. 2.

7. Learned counsel appearing on behalf of opposite party no. 2 vehemently opposes the prayer for anticipatory bail and submits that petitioner is husband of opposite party no. 2



and there is specific allegation of assault and torture against him for dowry. The opposite party no. 2 has specifically averred in the complaint petition that she was tortured and ousted from her matrimonial house and to this effect, twice attempts were made from her side to settle the matter, but the petitioner did not exceed to settlement / compromise.

8. Having heard the submission made on behalf of the parties and considering the fact that there is no possibility of settlement between the parties and in view of the undertaking of learned counsel for the petitioner that petitioner is ready to give maintenance amount of ***Rs. 3,000/- (Rupees three thousand) per month*** to the opposite party no. 2, the prayer for anticipatory bail of petitioner is allowed.

9. In the event of arrest/surrender within a period of eight weeks from today, let the above-named petitioner be enlarged on bail on furnishing bail bond of **Rs. 10,000/-** (ten thousand) with two sureties of the like amount each to the satisfaction of learned A.C.J.M., Biraul, District - Darbhanga in connection with C.R. No. 6 of 2019, corresponding to T.R. No. 3009 of 2019, subject to the conditions laid down under section 438(2) of the Code of Criminal Procedure as well as on the following conditions:-



- “(1) Opposite party no. 2 would file an affidavit before the court below and bring on record her savings bank account number for its communication to the petitioner.
- (2) Petitioner would deposit the aforesaid maintenance amount per month in the savings bank account of the opposite party no. 2.
- (3) In case, the petitioner fails to deposit the maintenance amount for two consecutive months, the court below would be at liberty to cancel the bail-bond.
- (4) The aforementioned payment will be subject to any order passed in matrimonial, maintenance or connected proceedings. The present order, in no way, will preclude the parties to resolve the issue otherwise.”

(Prabhat Kumar Singh, J)

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