

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.43099 of 2025

Arising Out of PS. Case No.-274 Year-2024 Thana- COMPLAINT CASE District- Lakhisarai

Priyanshu Raj S/O Surendra Prasad R/o - Data Shah Bahor Ki Takiya
Maalsalami, P.S - Maalsalami, District - Patna, Bihar

... .. Petitioner/s

Versus

1. The State of Bihar
2. Juli Kumari W/O Priyanshu Raj R/o - Data Shah Bahor Ki Takiya
Maalsalami, P.S - Maalsalami, District - Patna, Bihar Present address-R/O
Punjabi Mohalla, ward no.16, PS- Lakhisarai, Distt-Lakhisarai, Bihar

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr.Devendra Prasad Singh
For the Opposite Party/s :	Mr.Shyam Bihari Singh, APP
	Mr. Ravi Nandan, Adv

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 08-09-2025 **1.** Heard learned counsel for the petitioner and

learned A.P.P. for the State along with learned counsel for OP

No. 2.

2. The petitioner apprehends his arrest in a case

registered for the offences punishable under Sections 323, 341,

498A, 313, 506 and 34 of the Indian Penal Code read with

Sections 3 and 4 of the Dowry Prohibition Act.

3. Learned counsel for the petitioner submits that

petitioner being husband has been falsely implicated in the

instant case by the OP No. 2. It is further submitted that the

dispute is matrimonial and the relationship in between petitioner

and the OP No. 2 has soured to an extent where it is not possible



to revive the conjugal relationship in the present, but then it is submitted that in future with intervention of well-wishers, the parties may resolve their disputes amicably. It is next submitted that petitioner being husband is aware of his responsibility towards the OP No. 2 who is his wife and thus is ready to pay a monthly maintenance of Rs. 4,000/-, which shall commence from 1-10-2025.

4. The learned counsel appearing on behalf of the OP No. 2 based on instruction does not oppose the anticipatory bail application of the petitioner. It is next submitted that since the petitioner is willing to pay a monthly maintenance of Rs. 4,000/- as such no useful purpose would be served by sending the petitioner to jail, as chances of future reconciliation will also get marred.

5. The learned counsel for the OP No. 2 submits that he will WhatsApp the bank account number of the OP No. 2 on the WhatsApp number of the learned counsel for the petitioner and the learned counsel for the petitioner undertakes to communicate the same to the petitioner so that the monthly maintenance as agreed commences from 1-10-2025

6. At this stage, the learned counsel appearing on behalf of the petitioner submits that in the event if it is found



that OP No. 2 is working whether in such situation also the petitioner will have to pay the maintenance, on which the learned counsel appearing on behalf of the OP No. 2 submits that OP No. 2 is not a working woman, it is also submitted that OP No. 2 has instituted Maintenance Case No. 56 of 2024, which is pending adjudication in the court of learned principal Judge, Family Court, Lakhisarai.

7. The learned counsel appearing on behalf of the petitioner submits that in the event if it comes to the notice of the petitioner that OP No. 2 is a working lady, in that event he will take the said plea in the said maintenance case.

8. Considering the submission made by the learned counsel for the parties, the petitioner above-named, in the event of his arrest or surrender before the learned trial court within a period of six weeks from today, be released on anticipatory bail on furnishing bail bonds of Rs. 5,000/- (Rupees Five Thousand) with two sureties of the like amount each to the satisfaction of the learned trial court where the case is pending/successor court in connection with Complaint Case No. 274(C) of 2024 subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

9. However, it is made clear that OP No. 2 shall be at



liberty to file an application before this court seeking cancellation of the anticipatory bail granted to the petitioner, in the event if the petitioner does not deposit the monthly maintenance as agreed for two consecutive months.

10. It is further made clear that the present maintenance shall stop, if a court of competent jurisdiction fixes the maintenance.

(Satyavrat Verma, J)

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