

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.42729 of 2025

Arising Out of PS. Case No.-28 Year-2022 Thana- MAHILA P.S. District- Nalanda

Permanand Sharma S/o Krishana Sharma R/o vill - Dahama, P.S. - Bhadaur,
Distt.- Patna

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. Nishu Kumari @ Guriya Sharma D/o Upendra Sharma R/o vill - Sohan
Kuan, P.S. - Laheri, Distt.- Nalanda

... .. Opposite Party/s

Appearance :

For the Petitioner/s : Mr.Ashok Kumar Kashyap
For the Opposite Party/s : Mr.Abhay Kumar Roy

**CORAM: HONOURABLE MR. JUSTICE NAWNEET KUMAR
PANDEY**

ORAL ORDER

5 03-12-2025 Heard the parties.

2. The petitioner apprehends his arrest in connection with Mahila P.S. Case No. 28 of 2022, registered for the offences punishable under Sections 498(A), 341, 323, 504, 307 of the IPC and Sections ¾ of the D.P. Act.

3. It is a case of matrimonial dispute.

4. Learned counsel for the petitioner has submitted that a case of similar nature was also lodged by the present opposite party no. 2 (informant), bearing Bahadur P.S. Case No. 17 of 2024. The co-ordinate Bench of this Court in that case granted anticipatory bail to the petitioner vide Cr. Misc. No. 58372 of 2024. While granting bail, the petitioner in that case gave an assurance to pay Rs. 3,000/- per month to his wife



(opposite party No. 2). On the assurance given by the petitioner, the co-ordinate Bench directed him to make payment of Rs. 3,000/- per month.

5. The learned counsel for the informant has submitted that not a single installment, has been paid till date, to which, the learned counsel for the petitioner replies that the reason for non-payment of the stipulated amount is that the opposite party No. 2 did not supply her account details to the petitioner. He submits further that if, the account details of opposite party No. 2 are supplied to the petitioner, he will pay the entire arrears of maintenance within a period of two months. Learned counsel for opposite party No. 2 has supplied bank details of the opposite party no. 2 to the learned counsel for the petitioner.

6. Considering the above-mentioned facts and circumstances, especially the fact that the petitioner is ready to pay Rs. 3,000/- per month as interim maintenance to opposite party no. 2, let the petitioner, in the event of his arrest or surrender within four weeks before the learned court below, be released on anticipatory bail on furnishing bail bond of Rs. 10,000/- (Ten Thousand) with two sureties of the like amount each to the satisfaction of learned SDJM, Nalanda at Bihar



Sharif in connection with Mahila P.S. Case No. 28 of 2022, subject to the conditions as laid down under Section 438(2) Cr.P.C.

7. The petitioner is directed to make payment of the entire arrears of maintenance within a period of two months in two equal installments. The first installment of Rs. 18,000/- shall be deposited at the time of furnishing the bail bond and the remaining amount shall be paid within a month from the date of payment of first installment. After payment of the first installment, the petitioner shall pay Rs. 3,000/- per month into the bank account of opposite party No. 2 continuously, until any other order of the competent court regarding the grant of maintenance to opposite party No. 2 is passed. After payment of the second installment, the bail bond of the petitioner shall be confirmed.

(Nawneet Kumar Pandey, J)

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