

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.54440 of 2025

Arising Out of PS. Case No.-1434 Year-2022 Thana- SARAN COMPLAINT CASE District-
Saran

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Vikas Kumar Sah @ Bikash Kumar Sah S/o Gopal Sah RO Village- Rampur
Kesho, (Ghogharaha), PS- Taraiya, District- Saran

... .. Petitioner/s

Versus

1. The State of Bihar
2. Asha Devi W/o Vikas Kumar Sah @ Bikash Kumar Sah, D/o Surendra Sah
R/o vill - Babu Ke Asaiya, P.O. - Mirzapur, P.S.- Marhaura, Distt.- Saran

... .. Opposite Party/s

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Appearance :

For the Petitioner/s :	Mr.Manish Chandra Gandhi
For the Opposite Party/s :	Mr.Nitya Nand Tiwary, Adv
	Mr. Narendra Kumar, Adv
	Mr. Akash Ambuj, Adv

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

4 17-11-2025 **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 341, 323,

498A and 34 of the Indian Penal Code read with Section 4 of the

Dowry Prohibition Act.

3. The 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 next submitted that the dispute

is matrimonial. It is further submitted that the relationship in



between the petitioner and the OP No. 2 has deteriorated to an extent where it is not possible to revive the conjugal relationship. It is also submitted that OP No. 2 has filed Divorce Case No. 267 of 2024 which is pending adjudication in the court of learned Principal Judge, Family Court, Saran at Chhapra. It is next submitted that petitioner has appeared in the said case and is contesting. It is also submitted that out of wedlock , a child was born who presently is staying with the OP No. 2. It is next submitted that petitioner being husband is aware of his responsibility towards the OP No. 2 and the child, as such is willing to pay a monthly maintenance of Rs. 5,000/- (Five thousand) to the OP No. 2 which shall commence from 1-12-2025. It is also submitted that with passage of time and on intervention of well-wishers, the parties may resolve their dispute amicably.

4. The learned counsel appearing on behalf of the OP No. 2 based on instruction submits that since petitioner is ready to pay a monthly maintenance of Rs. 5,000/- to the OP No. 2 as such no useful purpose would be served by sending the petitioner to jail. It is also submitted that if the petitioner is sent to judicial custody, the chances of future reconciliation, if any, on intervention of will-wishers, will also get marred.



5. At this stage the learned counsel for the petitioner submits that inadvertently at para-13, it has been pleaded that petitioner is a labourer, when petitioner is a teacher and works in a private school, thus seeks permission to make rectification at para-13 of the anticipatory bail application.

6. Permission is accorded.

7. At this stage, the learned counsel appearing on behalf of 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 forward the same to the petitioner so that the monthly maintenance commences from 1-12-2025.

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. 1434 of 2022 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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