

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.58358 of 2025

Arising Out of PS. Case No.-6786 Year-2024 Thana- PATNA COMPLAINT CASE District-
Patna

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Dharmendra Kumar son of Late Kashinath Ram Resident of Village-
Jhokhipur, Post-saraiya, P.S-Krishna, Garh, District-Bhojpur P/A- residing At
Railway Staff Quarter, Manubazar Railway Station, south Tripura, Tripura

... .. Petitioner/s

Versus

1. The State of Bihar
2. Rashmi Kumari Wife of Dharmendra Kumar Resident of Gol Ghar, Shiv
Mandir, Ps- Gandhi Maidan, Dist- Patna

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Amit Kumar Singh, Adv.
For the Opposite Party/s : Mr. Rajesh Kumar, APP

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 15-11-2025 Heard learned counsel for the petitioner; learned
counsel for the O.P. No. 2 and learned A.P.P. for the State.

2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 498A,
323, 504, 506 read with Section 34 of the Indian Penal Code and
Section 3/4 of the Dowry Prohibition Act.

3. Learned counsel for the parties jointly submitted that
the case was referred for mediation, but then mediation failed.
The learned counsel appearing on behalf of the petitioner
submits that petitioner being the husband, has been falsely
implicated in the instant case by the complainant. It is next
submitted that from perusal of the allegation as alleged in the



complaint, it would manifest that the allegations are general in nature. It is also submitted that petitioner was married to the O.P. No. 2 in the year 2017, but then she was having some medical complications with regard to conceiving. As such, petitioner took her to Apollo Hospital in Chennai, where she was under treatment, and after the treatment was over, the petitioner brought her back to Agartala, where he was posted, but thereafter the complainant left. It is submitted that presently the relationship has soured to an extent where it is not possible to revive the conjugal relationship, but then with the passage of time and the intervention of the well-wishers, the parties may resolve the dispute amicably. The learned counsel for the petitioner further submits that he has instructions to make submissions that petitioner being the husband, is aware of his responsibility towards O.P. No. 2 and thus is willing to pay a monthly maintenance of Rs. 15,000/-, which shall commence from 25.11.2025.

4. The learned counsel appearing on behalf of the O.P. No. 2 also fairly submits that no useful purpose would be served by sending the petitioner to jail when the petitioner is willing to pay a monthly maintenance of Rs. 15,000/-. It is also submitted that if petitioner is sent to judicial custody, chances of future



reconciliation will also get marred. It is next submitted that the bank account number of the O.P. No. 2 shall be Whatsapped to the Whatsapp number of the learned counsel appearing on behalf of the petitioner. The learned counsel appearing on behalf of the petitioner undertakes to communicate the same to the petitioner so that the monthly maintenance as agreed commences from 25.11.2025.

5. Learned A.P.P. for the State opposes the prayer for anticipatory bail of the petitioner.

6. Considering the submissions made by the learned counsel for the petitioner, 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. 10,000/- (Rupees Ten 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. 6786 (C) of 2024 subject to the conditions as laid down under Section 482 (2) of BNSS.

7. However, it is made clear that O.P. No. 2 shall be at liberty to file an application seeking cancellation of anticipatory bail granted to the petitioner in the event the petitioner does not



credit the amount of maintenance as agreed for two consecutive months. It is further made clear that if a court of competent jurisdiction fixes the maintenance in that event, the present maintenance shall stop.

(Satyavrat Verma, J)

Sudhanshu/-

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