

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL REVISION No.932 of 2024

Arising Out of PS. Case No.- Year-0 Thana- District- Madhubani

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Pankaj Kumar Jha @ Lal Jha S/o- Late Gopal Jha Village- Chikna PS-
Ghoghardiha Distt- Madhubani

... .. Petitioner/s

Versus

1. Manisha Devi W/o- Pankaj Kumar Jha @ Lal Jha Village- Chikna Ps-
Ghoghardiha Dist-Madhubani
2. Anuja D/o- Pankaj Kumar Jha @ Lal Jha through her mother Manisha Devi
Village- Chikna PS-Ghoghardiha Distt- Madhubani
3. The State of Bihar

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Sanjeev Kumar Jha
For the Respondent/s : Mr. Prasoon Kumar

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CORAM: HONOURABLE MR. JUSTICE BIBEK CHAUDHURI
ORAL ORDER

6 28-07-2025 The instant criminal revision under Section 19(4) of the Family Courts Act is directed against a judgment and order dated 09th August, 2024 passed by the learned Principal Family Court at Madhubani in Maintenance Case No. 13 of 2015 directing the petitioner to pay maintenance allowance to the opposite party no. 1 at the rate of Rs. 4,000/- per month and Rs, 3,000/- per month to the O.P. No. 2, total being Rs. 7,000/- per month from the date of filing of application under Section 125 of the CrPC with further direction that there would be 5 % increase in maintenance amount for every two years. The said order is under challenge before this Court on the following



grounds:

(i) This Court in Criminal Miscellaneous No. 43459 of 2015 decided on 14th September, 2015 granted anticipatory bail to the petitioner, directing him to pay Rs. 2,000/- per month to the informant/ O.P. No. 1 from the month of October, 2015 by second week of every month. The petitioner has been going on depositing the said amount from the date of the order till date without any fault. While granting maintenance allowance, the trial court did not adjust the said amount of Rs. 2,000/- which the petitioner has been paying as a condition for anticipatory bail for himself.

(ii). The learned Advocate for the petitioner further submits that the petitioner has been working in a contractual service as a *Rojgar Sevak*. Initially, he used to receive Rs. 5,400/- per month; subsequently, his contractual salary was increased to Rs. 13,418/- per month. At the time of filing of the application, the petitioner was receiving Rs. 5,400/- per month as salary. He had no other source of income. Therefore, it was not possible for him to pay Rs. 7,000/- per month, which was more than his earnings at the relevant point of time.

2. Now, the petitioner earns Rs. 13,418/- per month and does not intend to deprive the opposite parties. Therefore,



he is ready and willing to pay Rs. 7,000/- per month to the opposite parties, subject to adjustment of Rs. 2,000/-, which was directed to be paid to Opposite Party No. 1 as a condition for anticipatory bail. It is also contended on behalf of the petitioner that he may be directed to pay the maintenance allowance at the rate of Rs. 7,000/- per month from the date of the order.

3. I have heard the learned Advocate for the opposite parties also. The learned Advocate for the opposite parties submits that he has no grievance if the said amount of maintenance is directed to be paid from the date of the order. It appears from the submissions made by the learned counsel for the parties that when the petitioner used to earn Rs. 5,400/- per month, he paid Rs. 2,000/- per month as per the order passed in Criminal Miscellaneous No. 43459 of 2015. Now, the petitioner accepts his liabilities to pay a sum of Rs. 7,000/- per month towards maintenance allowance to the opposite parties from the date of the order. In view of such circumstances, the order passed by the trial court in Maintenance Case No. 13 of 2015 is modified to the extent that the petitioner shall pay Rs. 7,000/- per month from the date of the order passed by the trial court and a sum of Rs. 2,000/- which was directed to be paid to the O.P. No. 1 as a condition for anticipatory bail shall be adjusted



with the maintenance allowance.

4. With the above modification, the instant revision is dismissed on contest, however, there shall be no order as to cost.

(Bibek Chaudhuri, J)

Suraj Dubey/-

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