

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.18873 of 2026

Arising Out of PS. Case No.-81 Year-2025 Thana- MAHILA P.S. District- Bhojpur

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Aman Kumar Mishra @ Ravinder Mishra Son of Awadh Kumar Mishra
Resident of Village- IM Type Sindiri, P.S.- Baliyapur, District- Dhanbad,
Jharkhand

... .. Petitioner/s

Versus

1. The State of Bihar
2. Juhi Mishra D/o Late Ram Prakash Uphadyay, Wife of Aman Kumar Mishra
Resident of Village- Babhangawan, P.S.- Krishnagarh, District- Bhojpur

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Prabhat Kumar Singh
For the Opposite Party/s : Mr. Murli Dhar

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

2 06-04-2026 1. Heard learned counsel for the petitioner, learned

APP for the State and the learned counsel appearing on behalf of

the O.P. No.2.

2. The petitioner seeks bail in anticipation of his arrest

in a case registered for the offences punishable under Sections
126(2), 115(2), 352, 351(2), 85, 3(5), 74, 79 of the BNS and
Sections 3/4 of the D. P. Act.

3. Learned counsel for the petitioner submits that

petitioner, being husband, has been falsely implicated in the

instant case by the informant with general and omnibus

allegation of demand of dowry and assault. It is next submitted

that within an year of marriage, the relationship in between the



petitioner and the opposite party no.2 has deteriorated to an extent where it is not possible to revive the conjugal relationship. It is next submitted that petitioner has filed an application for judicial separation. It is also submitted that petitioner is a Havildar in Assam Rifles but then his services came to be suspended as the instant FIR was instituted against him. It is further submitted that petitioner being husband is aware of his responsibility till a decision in the judicial separation case is not taken and thus is willing to pay a monthly maintenance of Rs.7000/- per month which shall commence from 20.04.2026.

4. Learned counsel appearing on behalf of the opposite party no.2 submits that it might be a ploy of the petitioner to seek anticipatory bail, thus has agreed to pay a monthly maintenance of Rs.7000/-, on which, the learned counsel appearing on behalf of the petitioner submits that petitioner is aware of the consequences which would entail in the event if petitioner breaches the undertaking given to this Court. It is also asserted and submitted that if petitioner will not pay the monthly maintenance, as agreed, in that event, if anticipatory bail is granted, the same shall be liable to be cancelled. At this stage, learned counsel appearing on behalf of



the O.P. No.2 submits that when petitioner is willing to pay a monthly maintenance, as such, no useful purpose would be served by sending the petitioner to jail as chances of future reconciliation will also get marred. It is also submitted that may be with passage of time and on intervention of well-wishers, the parties may resolve their dispute amicably. It is next submitted that the Bank account number of the opposite party no.2 shall be whatsapped on the whatsapp number of the learned counsel appearing on behalf of the petitioner and 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 the 20.04.2026.

5. After hearing the learned counsel for the parties, the petitioner, above-named, in the event of his arrest or surrender within a period of six weeks, is directed to be released on bail on his furnishing bail-bonds of Rs. 5000/- (Rupees Five Thousand) with two sureties of the like amount each to the satisfaction of the learned SDJM, Bhojpur, Ara in connection with Mahila P.S. Case No.81 of 2025, subject to the conditions laid down under Section 482(2) of the BNSS.

6. However, it is made clear that the opposite party no.2 shall be at liberty to file an application seeking cancellation



of anticipatory bail granted to the petitioner, in the event, if the petitioner does not credit the monthly maintenance, as agreed for two consecutive months.

7. It is further made clear that if the Court of competent jurisdiction fixes the maintenance, the present maintenance shall stop.

(Satyavrat Verma, J)

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