

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.27900 of 2025

Arising Out of PS. Case No.-700 Year-2020 Thana- VAISALI COMPLAINT CASE District-
Vaishali

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Bambam Paswan @ Bambam Kumar @ Bambu Paswan @ Bambu @
Bambam @ Bambam Pasmaman S/o Satan Paswan R/o Village- Virna
Lakhansen, P.S.- Mahua, District- Vaishali

... .. Petitioner/s

Versus

1. The State of Bihar
2. Manita Devi W/o Bambam Paswan @ Bambam Kumar @ Bambu Paswan
@ Bambu @ Bambam @ Bambam Pasmaman D/o Shiv Shankar Paswan,
Permanent R/o Village- Virna Lakhansen, P.S.- Mahua, District- Vaishali,
and presently R/o Village- Chakbhatandi, P.S.- Hajipur Sadar, District-
Vaishali

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Ravish Mishra, Advocate
For the Opposite Party/s : Mr. Shailendra Kumar Singh, A.P.P.

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

5 24-03-2026 1. Heard learned counsel for the petitioner, learned
A.P.P. for the State and learned counsel appearing on behalf of
the opposite party no. 2.

2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 498(A)
and 323 of the Indian Penal Code.

3. Learned counsel appearing on behalf of the
petitioner submits that petitioner, being the husband, has been
falsely implicated in the instant case by the opposite party no. 2.
It is further submitted that relationship in between the petitioner
and the opposite party no. 2 has soured to an extent that where it



is not possible to revive the conjugal relationship for the present but with passage of time and on intervention of well-wishers, the parties may resolve the dispute amicably. It is next submitted based on instruction that petitioner being the husband is aware of his responsibility towards the opposite party no. 2 and the child, as such, petitioner is willing to pay a monthly maintenance of Rs.3,500/-.

4. Learned counsel appearing on behalf of the opposite party no. 2 submits that the case was referred for mediation but then the mediation failed, as such, it might be a ploy on the part of the petitioner to agree before this Court of paying an amount of monthly maintenance of Rs.3,500/- only for the purposes of seeking anticipatory bail on which learned counsel appearing on behalf of the petitioner submits that petitioner is aware of the consequences of giving undertaking before this Court. It is further submitted that if petitioner is granted anticipatory bail and petitioner breaches the condition of grant of anticipatory bail in that event the same shall be liable to be cancelled on which learned counsel appearing on behalf of the opposite party no. 2 submits that since petitioner is willing to pay a monthly maintenance of Rs.3,500/-, as such, no useful purpose would be served by sending the petitioner to jail and



chances of future reconciliation may also get marred. 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 learned counsel appearing on behalf of the petitioner undertakes to communicate the same to the petitioner so that monthly maintenance as agreed commences from 01.04.2026.

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

6. After hearing the learned counsel for the parties, let the petitioner, above-named, in the event of his arrest or surrender 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. 700 of 2020 having Trial No. 1597 of 2020, subject to the conditions as laid down under Section 438(2) of the Cr.P.C./482(2) of the B.N.S.S.

7. However, it is made clear that opposite party no. 2 shall be at liberty to approach this Court seeking cancellation of the anticipatory bail granted to the petitioner in the event the



petitioner does not deposit the amount of maintenance as agreed for two consecutive months.

8. It is further made clear that if the Court of competent jurisdiction fixes the maintenance in that event the present maintenance shall stop.

(Satyavrat Verma, J)

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