

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.35578 of 2025

Arising Out of PS. Case No.-44 Year-2023 Thana- MAHILA P.S. District- Siwan

Jahid Ansari S/o Late Alauddin Ansari R/o Village- Babu Hata, P.S.- Jamo
Bazar, District- Siwan

... .. Petitioner/s

Versus

1. The State of Bihar
2. Shahnaz Khatoon D/o Jaffrul Ansari R/o Village- Fakhruddinpur, P.S.-
G.B .Nagar Tarwara, District- Siwan

... .. Opposite Party/s

Appearance :

For the Petitioner/s :	Mr.Ajay Kumar Pandey, Adv
For the Opposite Party/s :	Mr.Ajay Kumar Jha, APP
	Mr. Udit Narayan Singh, Advocate
	Mr. Gajendra Kumar Singh, Advocate

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

4 25-03-2026 **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 323, 341,

498A and 34 of the Indian Penal Code read with Sections 3 and

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 fairly submitted that presently

the relationship in between the petitioner and the OP No. 2 has

soured to an extent where it is not possible to revive the



conjugal relationship, but with passage of time and on intervention of well-wishers, the parties may resolve their dispute amicably. It is also submitted that petitioner being husband is aware of his responsibility towards his wife and the child, who presently is residing with the OP No. 2, as such petitioner is willing to pay a monthly maintenance of Rs. 7,000/- to the OP No. 2, which shall commence from 1-4-2026.

4. Learned counsel appearing on behalf of the OP No. 2 submits that it might be a ploy of the petitioner to seek anticipatory bail and the monthly maintenance as agreed may not be credited in the account of the OP No. 2, 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 the petitioner breaches the undertaking given before this Court, it is further submitted that if privilege of anticipatory bail is granted to the petitioner and if petitioner breaches his undertaking, in that event, his anticipatory bail shall be liable to be cancelled, on which the learned counsel appearing on behalf of the OP No. 2 submits that since petitioner is willing to pay a monthly maintenance of Rs. 7,000/-, as such no useful purpose would be served by sending the petitioner to jail as chances of future reconciliation will also



get married.

5. The learned counsel for the OP No. 2 also 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 communicate the same to the petitioner so that the monthly maintenance commences from 1-4-2026.

6. Considering the submission made by the learned counsel for the parties, 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. 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 Mahila PS Case No. 44 of 2023, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

7. 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.



8. 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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