

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.53414 of 2025

Arising Out of PS. Case No.-2062 Year-2023 Thana- SIWAN COMPLAINT CASE District-
Siwan

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Raj Kumar @ Raj Kumar Singh S/o Ramdev Singh Resident of Jagwari,
Bagahawa Tola Dubey Patti, P.S.- Bhore, Distt.- Gopalganj, Bihar

... .. Petitioner/s

Versus

1. The State of Bihar
2. Dipanti Kumari W/o Rajkumar, D/o Bajilal Bhagat R/o Jagdari Bagwaha,
Tola- Dubey Patti, PS- Bhore, Distt.- Gopalganj Presently residing at
Babhnauli, PS- Mairwa, Distt.- Siwan, Bihar. Mob- 7870099061

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Abhijeet Abhigyan, Advocate
For the Opposite Party/s : Mr. Manoj Kumar, APP

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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 appearing

on behalf of the OP No. 2.

2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 498A,
406, 323, 506 and 120B 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, as such, petitioner is willing to pay a monthly maintenance of Rs. 3,000/- 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. 3,000/-, as such no useful purpose would be served by sending



the petitioner to jail as chances of future reconciliation will also get marred.

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 Complaint Case No. 2062 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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