

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.58694 of 2025

Arising Out of PS. Case No.-25 Year-2024 Thana- SAHARSA COMPLAINT CASE District-
Saharsa

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Ravi Sharma @ Ravi Kumar S/O Tarni Sharma R/O Village- Godram,
Sahsaul, Ward No. 05, Pachhwari Tola, P.S.- Basnahi, District-Saharsa

... .. Petitioner/s

Versus

1. The State of Bihar
2. Puja Kumari @ Pujan Kumari Devi W/O Ravi Sharma, D/O Ram Chandra
Sharma @ Ram Chandra Das R/O Village- Bagrauli, Ward No. 05, P.S.-
Bakhtiyarpur , District- Saharsa

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr.Madhav Jha, Adv
For the Opposite Party/s	:	Mr.Nityanand, APP
		Mr. Subesh Sharma, Adv

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

- 7 06-04-2026 1. Heard learned counsel for the petitioner, learned
A.P.P. for the State and learned counsel appearing on behalf of
OP No. 2.
2. The petitioner apprehends his arrest in a case
registered for the offences punishable under Sections 498A of
IPC and Sections 3 and 4 of DP Act.
3. In compliance of the order dated 23-3-2026, the
petitioner and the OP No. 2 are present in the court.
4. Learned counsel for the petitioner submits that
petitioner being husband has been falsely implicated in the
instant case by the informant. It is next 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.

5. Learned counsel appearing on behalf of the petitioner submits that OP No. 2 had filed Maintenance Case No. 92 of 2021 in the court of Principal Judge, Family Court, Saharsa and the same was allowed by an order dated 19-1-2023 with a direction to the petitioner to pay a monthly maintenance of Rs. 3,000/- to the OP No. 2 from the date of order, but then it is submitted that since petitioner was having financial crunch as such he could not pay the amount except for one month.

6. Learned counsel for the petitioner next submits that petitioner is willing to clear the dues of maintenance as directed by the order dated 19-1-2023 in Maintenance Case No. 92 of 2021. It is further submitted that the total maintenance as of date which remains to be paid by the petitioner is about Rs. 1,20,000/- out of which Rs. 3,000/- stands paid as such final amount, which is to be cleared, is Rs. 1,17,000. It is also submitted that the said amount shall be paid to the OP No. 2 within a period of 9 months from today. It is submitted that



petitioner in order to establish his bonafide is paying an amount of Rs. 30,000/- in cash and rest Rs. 87,000/- shall be paid within a period of nine months from today. It is also submitted that petitioner will keep paying the monthly maintenance of Rs. 3,000/- to the OP No. 2, as directed by the learned Principal Judge, Family Court, Saharsa in Maintenance Case No. 92 of 2021 and the said amount of maintenance shall commence from 1-5-2026.

7. The OP No. 2, who is present in the Court, submits that she has received Rs. 30,000/- in cash from the petitioner as such no useful purpose would be served by sending the petitioner to jail, since petitioner is willing to clear the dues of maintenance and has also agreed to pay the monthly maintenance as directed by learned Principal Judge, Family Court, Saharsa in Maintenance Case No. 92 of 2021, which shall commence from 1-5-2026. The OP No. 2 also submits that it might be a ploy of the petitioner to pay Rs. 30,000/- in cash only with a view to seek anticipatory bail and thereafter shall not make any further payment including the monthly maintenance of Rs. 3,000/, 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 undertakings given before this Court, it is further submitted that if privilege of anticipatory bail is granted to the petitioner and if the petitioner breaches his undertaking, in that event, his anticipatory bail shall be liable to be cancelled,

8. The petitioner, who is present in the Court, also concurs with the submission of his learned counsel.

9. At this Stage, the learned counsel appearing on behalf of the OP No. 2 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 arrears of maintenance and the monthly maintenance of Rs. 3,000/- as agreed hereinabove gets credited in the account of the OP No. 2.

10. Considering the submissions made by the learned counsel for the petitioner, 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. 25c of 2024, subject to the conditions as laid down under Section 482 (2) of the BNSS.

11. 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 within a period of 9 months from today does not clear the arrears of maintenance or does not deposit the amount of monthly maintenance of Rs. 3,000/- for two consecutive months.

12. The personal appearance of the petitioner and the OP No. 2 is dispensed with.

(Satyavrat Verma, J)

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