

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.82294 of 2023

In
CRIMINAL MISCELLANEOUS No.29034 of 2015

Arising Out of PS. Case No.-132 Year-2014 Thana- KHUDAGANJ District- Nalanda

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Mithilesh Kumar S/O Sudhir Prasad R/O Village- Gaurighat, P.S- Muffasil
Nawada, Distt.- Nawada.

... .. Petitioner

Versus

1. The State of Bihar
2. Rita Devi W/O Mithilesh Kumar, D/O Shri Chandradeep Singh R/O Village-
Beldar Bigha, P.S- Khudaganj, Distt.- Nalanda.

... .. Opposite Parties

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Appearance :

For the Petitioner : Mr. Pankaj Kumar, Advocate
For the Opposite Party : Mr. Chandra Sen Prasad Singh, APP

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CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

6 28-07-2026 Heard learned counsel for the parties.

2. This application has been filed for modification of the order dated 11.01.2016 passed by the Coordinate Bench of this Court in Criminal Miscellaneous No.29034 of 2015, whereby the petitioner has been granted anticipatory bail and he was directed to pay an interim maintenance of Rs.6000/- per month the opposite party no.2. The petitioner prays for extension of time for furnishing his bail bonds.

3. It has been submitted by learned counsel for the petitioner that after passing of the aforesaid order dated



11.01.2016, the Principal Judge, Family Court, Nalanda has passed the order in Maintenance Case No.108M of 2017 on 12.02.2017 and directed the petitioner to pay maintenance amount of Rs.8000/- per month to the opposite party no.2, which the petitioner is paying regularly to the opposite party no.2.

4. Having regard to the submissions made on behalf of the petitioner, the time granted to the petitioner for furnishing bail bond *vide* order dated 11.01.2016 passed in Criminal Miscellaneous No.29034 of 2016, is hereby extended by four weeks from today.

5. Since the Principal Judge, Family Court, Nalanda had already passed the order of maintenance, the interim maintenance, as directed *vide* order dated 11.01.2016, is not required to be paid by the petitioner to the opposite party no.2.

6. The petitioner is directed to pay the difference amount of maintenance to the opposite party no.2 before furnishing the bail bonds.

7. While accepting the bail bonds, the Court below shall verify the fact whether the petitioner has paid the difference of amount of maintenance to the opposite party no.2



or not and he has cleared all his dues payable to the opposite party no.2.

8. This application is allowed with the modification as above.

(Sandeep Kumar, J)

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