

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.65794 of 2025

Arising Out of PS. Case No.-72 Year-2024 Thana- MAHILA P.S. District- Lakhisarai

Parimal Pulak S/o Late Umesh Prasad Yadav R/o vill- Sandalpur,, PS- Kasim
Bazar, Distt.- Munger,

... .. Petitioner/s

Versus

1. The State of Bihar
2. Doli Kumari D/o Sanjay Yadav R/o vill - Nista, P.s.- Surajgarh, Distt. -
Lakhisarai

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr.Amresh Kumar Sinha Mr.Saroj Kumar Choudhary
For the Opposite Party/s	:	Ms.Shaheen Begum Mr.Viveka Nand Singh

CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

8 11-05-2026 1. Heard learned counsel for the petitioner, learned
APP for the State and the learned counsel appearing on behalf of
the informant.

2. The petitioner and the opposite party no.2 in
compliance of the order dated 04.05.2026 are present in the
Court.

3. The petitioner seeks bail in anticipation of his
arrest in a case registered for the offences punishable under
Sections 498(A), 341, 323, 504 and 34 of the Indian Penal Code
and Sections 3 and 4 of the D.P. Act.

4. The learned counsel for the petitioner submits that
the dispute is matrimonial and petitioner is the husband. It is



further submitted that relationship in between the petitioner and the opposite party no.2 has deteriorated to an extent where it is not possible to revive the conjugal relationship but then with passage of time and on intervention of well-wishers, the parties may resolve their dispute amicably. It is next submitted that petitioner being aware of his responsibility and is willing to pay a monthly maintenance of Rs.10,000/- (Rs.Ten Thousand) to the opposite party no.2 which shall commence from 25.05.2026.

5. The learned counsel for the petitioner submits that though a submission has been made that petitioner is willing to pay a monthly maintenance of Rs.10,000/- to the opposite party no.2, but then it might be a ploy of the petitioner to seek anticipatory bail, on which the learned counsel appearing on behalf of the petitioner submits that the said submission has been made based on instruction of the petitioner and petitioner is aware of the consequences which would entail in the event, if the undertaking given before this Court is breached. It is submitted that if privilege of anticipatory bail is granted and thereafter the petitioner breaches the undertaking given to this Court, in that event, the anticipatory bail of the petitioner be cancelled, on which the learned counsel appearing on behalf of the opposite party no.2 submits that since petitioner is willing to



pay a monthly maintenance of Rs.10,000/- as such no useful purpose would be served by sending the petitioner to jail and chances of future reconciliation will also get marred. It is next submitted that he will whatsapp the bank account number of the opposite party no.2 on the whatsapp number of the learned counsel appearing on behalf of the petitioner and the learned counsel appearing on behalf of the petitioner undertakes to communicate the same to the petitioner so that the monthly maintenance as agreed commences from 25.05.2026.

6. After hearing the learned counsel for the parties, the petitioner, above-named, in the event of his arrest or surrender before the learned Court below within a period of six weeks, is directed to be released on bail on his furnishing bail-bonds in the sum 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 Lakhisarai Mahila P. S. Case No.72 of 2024, subject to the conditions laid down under Section 482(2) of the B.N.S.S.

7. The application stands allowed.

8. However, it is made clear that the opposite party no.2 shall be at liberty to file an application seeking cancellation



of anticipatory bail granted to the petitioner, in the event, if the petitioner does not pay the monthly maintenance as agreed for two consecutive months.

9. It is further made clear that the present maintenance shall stop if a Court of competent jurisdiction fixes maintenance or the informant gets employed.

(Satyavrat Verma, J)

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