

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CRIMINAL MISCELLANEOUS No.70628 of 2025**

Arising Out of PS. Case No.-1947 Year-2023 Thana- BEGUSARAI COMPLAINT CASE  
District- Begusarai

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Sanjay Kumar @ Ram Sanjay Kumar S/O Narayan Paswan Village- Pir  
Nagar, (Pir Nagar, Gamharia), Ward No. 01, P.S.- Naokothi, District-  
Begusarai

... .. Petitioner/s

Versus

1. The State of Bihar Patna
2. Switi Kumari W/O Sanjay Kumar @ Ram Sanjay Kumar, D/O Hetu Paswan  
R/O Vill.- Bari Moraha, Ward no. 1, P.S.- Hasanpur, Dist.- Samastipur.

... .. Opposite Party/s

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**Appearance :**

|                          |   |                                                    |
|--------------------------|---|----------------------------------------------------|
| For the Petitioner/s     | : | Mr.Sandip Kumar Gautam                             |
| For the Opposite Party/s | : | Mr.Jai Narain Thakur, APP<br>Mr. Yogesh Kumar, Adv |

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**CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA**  
**ORAL ORDER**

3      09-04-2026                      **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 498A and  
  
406 of the Indian Penal Code read with Section 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 next submitted that 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 is a labourer and works at Bengaluru and being husband is aware of his responsibility towards his wife, i.e., OP No. 2, as such petitioner is willing to pay a monthly maintenance of Rs. 3,500/- to the OP No. 2, which shall commence from 20-4-2026.

4. Learned counsel appearing on behalf of the OP No. 2 submits that though petitioner has undertaken before this court that the monthly maintenance of Rs. 3,500/- shall be paid to the OP No. 2, but then it might be a ploy of the petitioner to seek anticipatory bail and after seeking anticipatory bail, the petitioner will not make the payment as agreed, 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 subsequently the petitioner breaches his undertaking, in that event, his anticipatory bail shall be liable to be cancelled.

5. The learned counsel appearing on behalf of the OP



No. 2 submits that since petitioner is willing to pay a monthly maintenance of Rs. 3,500/-, as such no useful purpose would be served by sending the petitioner to jail as chances of future reconciliation will also get marred.

6. 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 as agreed commences from 20-4-2026.

7. 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. 1947C of 2023, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

8. 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.

9. It is further made clear that the present maintenance shall stop, if a court of competent jurisdiction fixes the maintenance.

(Satyavrat Verma, J)

Sumit/-

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