

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.71196 of 2025

Arising Out of PS. Case No.-7003 Year-2024 Thana- PATNA COMPLAINT CASE District-
Patna

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Awlesh Kumar Parmar @ Awalesh Kumar Parmar @ Avlesh Kumar Parmar
S/o Ram Lakhan Singh @ Ramlakhan Singh Resident of Garahni, P.S.-
Charpokhari, District- Bhojpur

... .. Petitioner/s

Versus

1. The State of Bihar
2. Priyanka Singh W/o Awlesh Kumar Parmar, D/o Late Satyendra Narayan Singh R/o Village- Santhua, Post- Jogiya, P.S.- Risiyap, District- Hanuman Nagar, P.S.- Patrakar Nagar, District- Patna

... .. Opposite Party/s

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Appearance :

For the Petitioner/s :	Md Fazle Karim, Adv
For the Opposite Party/s :	Mr.Sunil Kumar Pandey, APP
	Mr. Nawal Kishor Singh, Adv

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CORAM: HONOURABLE MR. JUSTICE SATYAVRAT VERMA
ORAL ORDER

3 15-04-2026 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 Section 498A of the

Indian Penal Code.

 3. Learned counsel for the parties jointly submitted

that the case was referred for mediation vide order dated 15-10-

2025, but then the mediation failed.

 4. 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 also submitted that the relationship in between the petitioner and the OP No. 2 has deteriorated to an extent where it is not possible to revive the conjugal relationship. It is next submitted that petitioner has filed divorce case, which is pending adjudication in the court of learned Principal Judge, Family Court, Bhojpur.

5. Learned counsel for the petitioner based on instruction submits that since the divorce case is pending adjudication, as such petitioner being husband is aware of his responsibility towards the OP No. 2 and as such he is willing to pay a monthly maintenance of Rs. 12,000/- to the OP No. 2, which shall commence from 27-4-2026.

6. Learned counsel appearing on behalf of the OP No. 2 submits that though petitioner is giving an undertaking that he will pay a monthly maintenance of Rs. 12,000/- to the OP No. 2, but it might be a ploy of the petitioner to seek anticipatory bail and after obtaining anticipatory bail, the petitioner may not pay the amount of maintenance, 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 undertaking given before this Court is breached, it is also submitted that if privilege of anticipatory bail is granted to the



petitioner and subsequently if the petitioner breaches the undertaking given before this Court, 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 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 27-4-2026.

7. At this stage, learned counsel appearing on behalf of the OP No. 2 submit that petitioner presently is working as a Deputy Manger with a reputed company, namely, SP Singla Company, on which the learned counsel appearing on behalf of the petitioner submits that since a maintenance case has been filed by the OP No. 2, which is pending adjudication in the court of learned Principal Judge, Family Court, Patna, in the said case amount of maintenance shall be decided finally.

8. After hearing 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 7003(C) of 2024, subject to the conditions as laid down under Section 438 (2) of the Cr.P.C.

9. 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.

10. 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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